

**TENTATIVE AGENDA**  
**RAYTOWN BOARD OF ALDERMEN**  
**NOVEMBER 7, 2017**  
REGULAR SESSION NO. 14  
RAYTOWN CITY HALL  
10000 EAST 59<sup>TH</sup> STREET  
RAYTOWN, MISSOURI 64133

**OPENING SESSION**  
**7:00 P.M.**

Roll Call  
Pledge of Allegiance

Proclamations/Presentations

- ★ A Presentation to Alderman Eric Teeman

Public Comments  
Communication from the Mayor  
Communication from the City Administrator  
Committee Reports

**STUDY SESSION**

Raytown Park Board Annual Presentation  
Terry Copeland, Park Board President

**LEGISLATIVE SESSION**

**1. CONSENT AGENDA**

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular October 17, 2017 Board of Aldermen meeting minutes.

**R-3035-17: A RESOLUTION** AUTHORIZING AND APPROVING THE REAPPOINTMENT OF JEREMY BLEDSOE AS AN AT-LARGE REPRESENTATIVE TO THE SPECIAL SALES TAX REVIEW COMMITTEE. Point of Contact: Teresa Henry, City Clerk

**R-3036-17: A RESOLUTION** AUTHORIZING AND APPROVING THE REAPPOINTMENT OF PAUL HANSEN AS AN AT-LARGE REPRESENTATIVE TO THE SPECIAL SALES TAX REVIEW COMMITTEE. Point of Contact: Teresa Henry, City Clerk

**REGULAR AGENDA**

**NEW BUSINESS**

2. Public Hearing: A public hearing to consider a Conditional Use Permit for property located at 10001 E. 350 Highway.
  - 2a. **FIRST READING: Bill No. 6452-17, Section XIII. AN ORDINANCE** GRANTING A CONDITIONAL USE PERMIT FOR AN AUTOMATED AUTO SPA ON LAND LOCATED AT 10001 MISSOURI HIGHWAY 350 IN ACCORDANCE WITH THE PROVISIONS OF THE COMPREHENSIVE ZONING REGULATIONS FOR THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Michael Swan, Planning & Zoning Coordinator.

3. **R-3037-17: A RESOLUTION** APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RAYTOWN AND TW MACON, LLC RELATING TO PUBLIC IMPROVEMENTS WITHIN THE CITY AND STATE EASEMENTS OR RIGHTS-OF-WAY AROUND 10001 EAST 350 HIGHWAY. Point of Contact: Missy Wilson, Economic Development Administrator.
4. **FIRST READING: Bill No. 6450-17, Section IV-C-7. AN ORDINANCE** AMENDING CHAPTER 26, LAW ENFORCEMENT; ARTICLE II, POLICE DEPARTMENT, SECTION 26-21, RELATING TO THE ADMINISTRATIVE OFFICER OF POLICE DEPARTMENT. Point of Contact: Alderman Mark Moore, Alderman Bonnaye Mims and Alderman Bill Van Buskirk.
5. **FIRST READING: Bill No. 6453-17, Section V-A. AN ORDINANCE** AUTHORIZING AND APPROVING A MUNICIPAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR INTERSECTION IMPROVEMENTS AT MO-350 AND RAYTOWN ROAD. Point of Contact: Damon Hodges, Public Works Director.
6. **R-3038-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF FUEL FROM JOHN MOORE OIL COMPANY OFF THE CITY OF LEE'S SUMMIT, MISSOURI COOPERATIVE PURCHASE CONTRACT FOR FISCAL YEAR 2017-2018 IN AN AMOUNT NOT TO EXCEED \$192,200.00. Point of Contact: Damon Hodges, Public Works Director.
7. **R-3039-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF STORM WATER INFRASTRUCTURE REPAIR IN THE CITY OF RAYTOWN, MISSOURI FROM LEATH & SONS, INC. AND APPROVING PROJECT EXPENSES FOR 5520 CRESCENT FOR A TOTAL AMOUNT NOT TO EXCEED \$49,705.00. Point of Contact: Damon Hodges, Public Works Director.
8. **R-3040-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF STORM WATER INFRASTRUCTURE REPAIR IN THE CITY OF RAYTOWN, MISSOURI FROM WIEDENMANN, INC. UTILIZING THE CITY OF LEE'S SUMMIT, MISSOURI COOPERATIVE PURCHASE CONTRACT AND APPROVING PROJECT EXPENSES FOR 8609-8611 E. 84<sup>th</sup> TERRACE IN AN AMOUNT NOT TO EXCEED \$42,000.00. Point of Contact: Damon Hodges, Public Works Director.

## ADJOURNMENT

# Raytown Parks & Recreation Department Annual Report



November 7, 2017

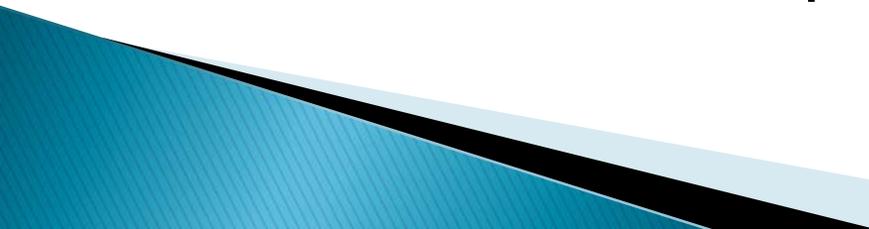
# State Statutes-Park Boards

<b>Funding Sources</b>	<b><u>% Revenue</u></b>
◦ <b>Property Tax</b>	<b>60%</b>
◦ <b>Sales Tax</b> 1/8 cent tax expires 2021	<b>26%</b> (after TIF-EATS)
◦ <b>Fees</b> Rentals, programs, services	<b>13%</b>
◦ <b>Misc.</b> Interest, vending, donations	<b>1%</b>

▶ <b>BOA Annual Report</b>
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# Parks Benefit Raytown

- ▶ Increased property values
  - ▶ Attract young families
  - ▶ Improve quality of life
  - ▶ Places to spend family time
  - ▶ Beautifies Raytown
  - ▶ Make Raytown a more livable city
  - ▶ Preserve Raytown history-trails, nature
  - ▶ Parks are best value for tax dollar
  - ▶ Prudent use of taxpayer resources
- 

# Accomplishments

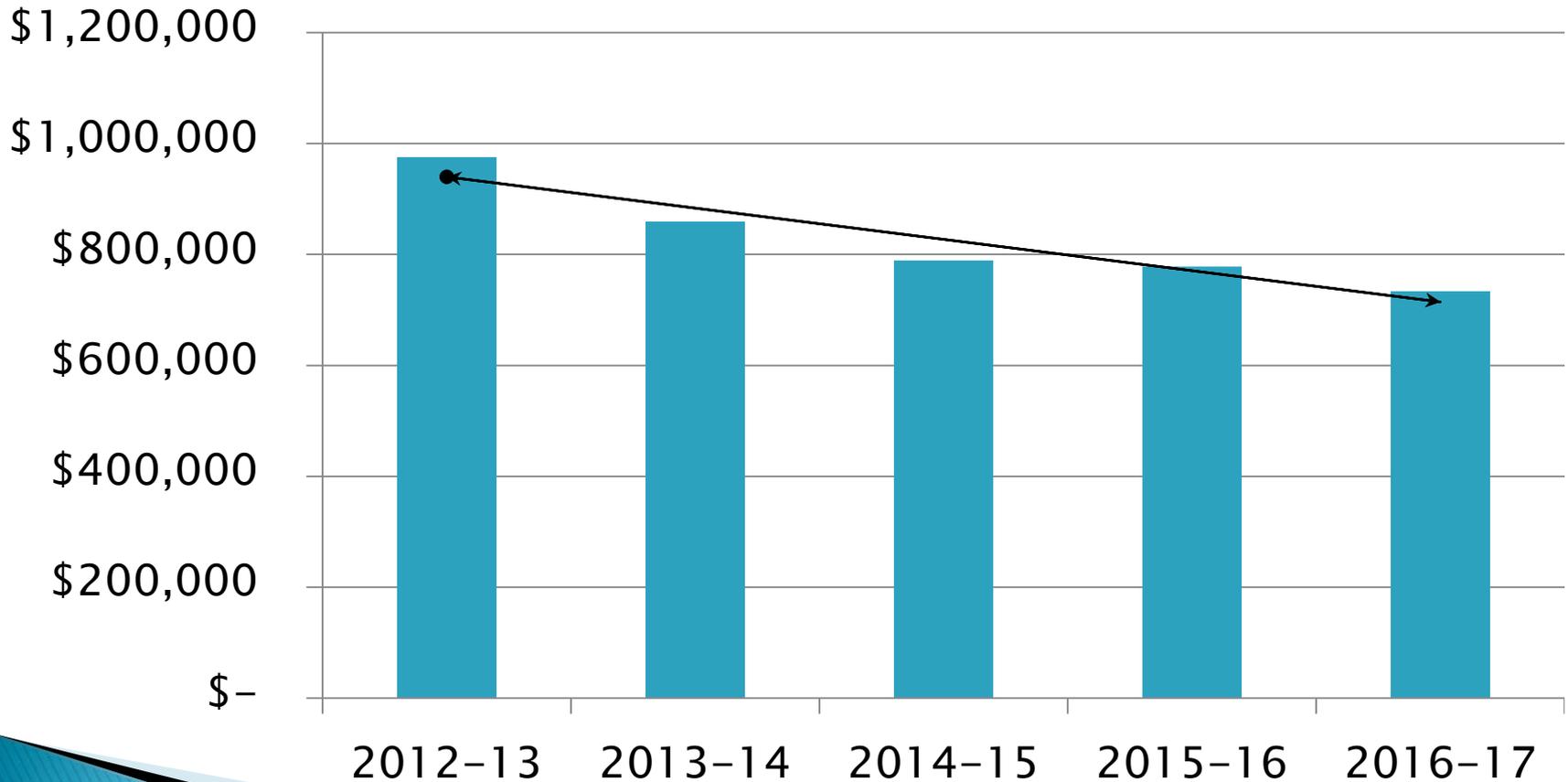
- Kid's Fishing Derby-160 participants
- Raytown Arts & Music Fest-3500
- BMX Redline Nationals-150 motos,3500 participants, riders from Canada to Texas
- Youth Basketball League-350 participants, 45 volunteer coaches, 13 schools
- Partner w/ Public Works-Contract mowing & park trail chip/seal
- Rice-Tremonti-\$5500 from rentals

# More Accomplishments

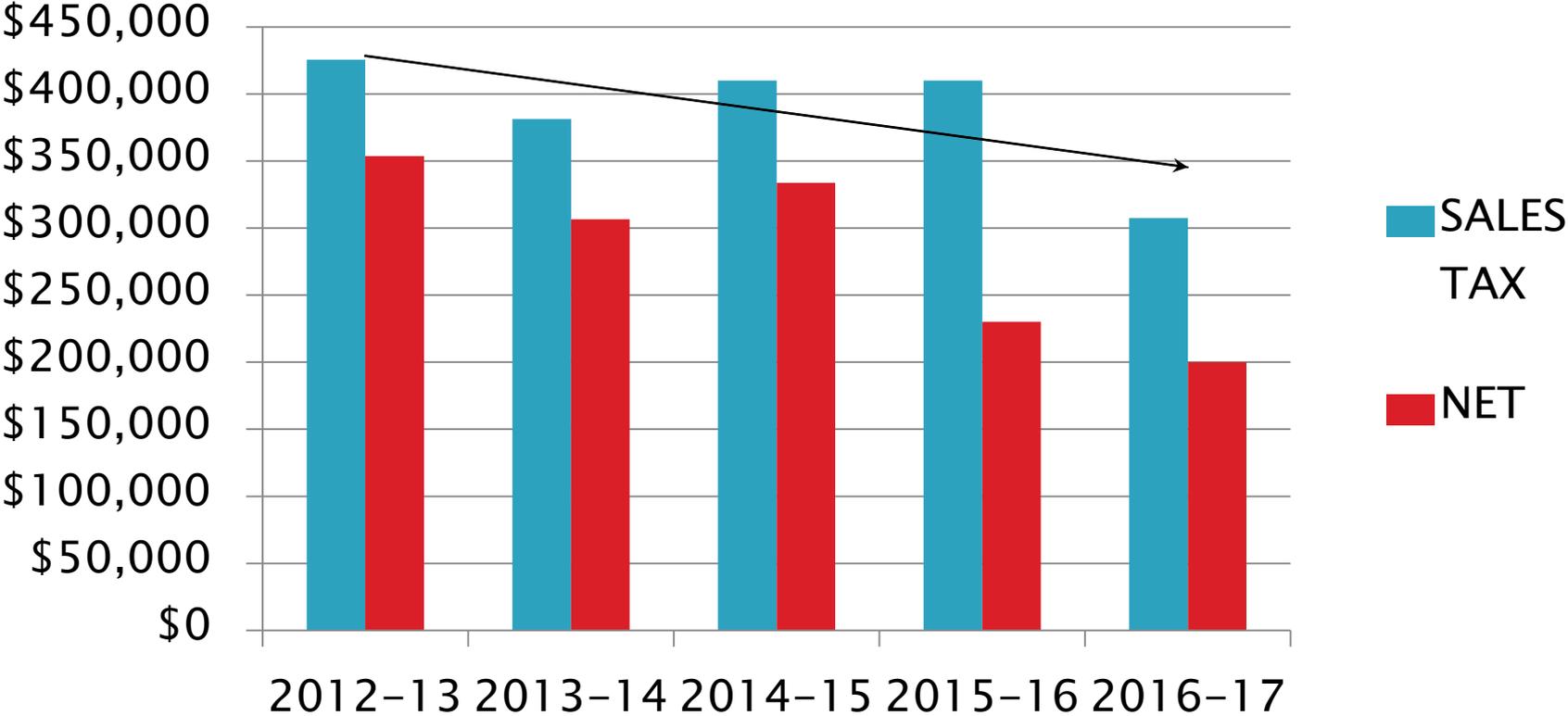
- ▶ BMX awarded 2018 & 2020 Redline Nationals
- ▶ Softball Participants-Spring & Fall-590
- ▶ Movies in the Park-3 shows-180 patrons
- ▶ 2017 Youth Basketball-440
- ▶ 2018 Youth Basketball-370
- ▶ Tennis Lessons-59
- ▶ Tennis League-38
- ▶ Parks & Rec Volunteers-96+

# Challenges-Park Fund

## Fund Balance

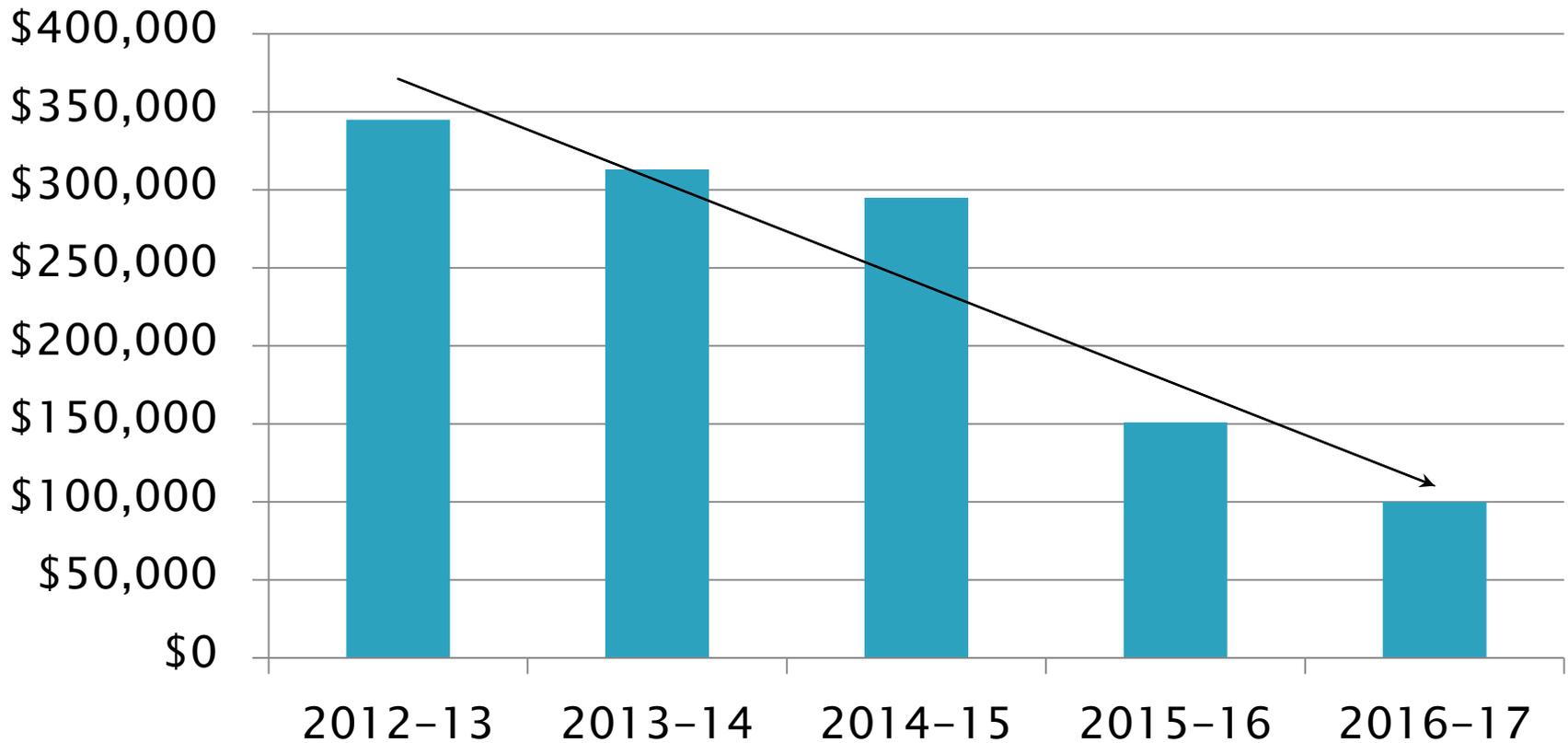


# Sales Tax Revenue

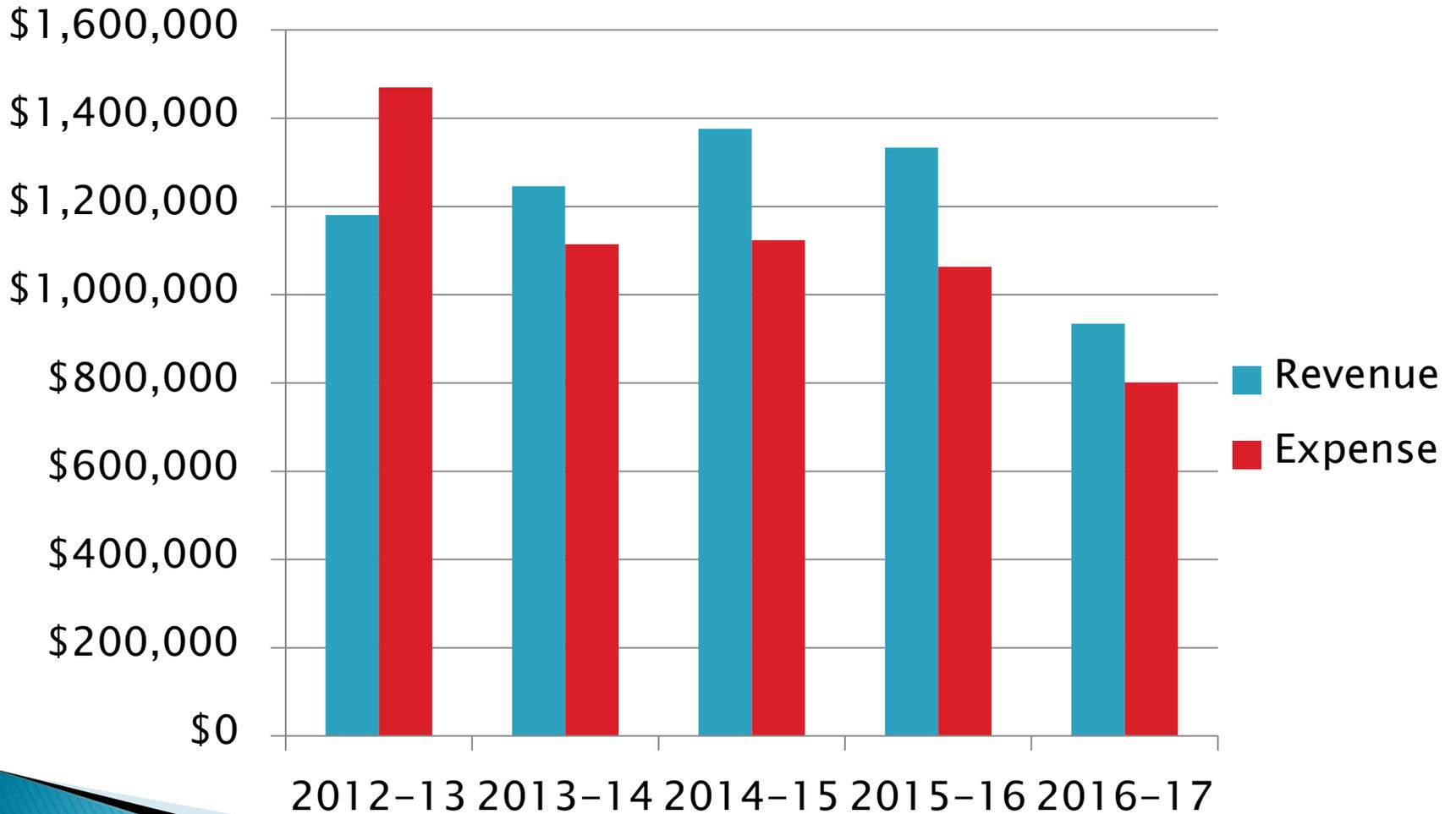


# Capital Improvements

## Budget



# Budget



# Opportunities

- ▶ Revive Friends of Raytown Parks
  - ▶ Raytown Parks Master Plan strategies
  - ▶ Dog Park
  - ▶ Revenue Enhancement
  - ▶ Garner Support for Parks
  - ▶ Improve MOU Agreement
- 

**DRAFT**  
**MINUTES**  
**AMENDED**

**(ADDITION OF A CLOSED SESSION, AN AMENDMENT TO RESOLUTION R-3032-17 AND  
THE ADDITION OF RESOLUTION R-3033-17 AND RESOLUTION R-3034-17)**

**TENTATIVE AGENDA**  
**RAYTOWN BOARD OF ALDERMEN**  
**OCTOBER 17, 2017**  
REGULAR SESSION NO. 13  
RAYTOWN CITY HALL  
10000 EAST 59<sup>TH</sup> STREET  
RAYTOWN, MISSOURI 64133

**OPENING SESSION**  
**7:00 P.M.**

Mayor Michael McDonough called the October 17, 2017 Board of Aldermen meeting to order at 7:04 p.m. Dorinda Nicholson of the Church of Jesus Christ of Latter-day Saints provided the invocation and led the pledge of allegiance.

**Roll**

Roll was called by Teresa Henry, City Clerk, and the attendance was as follows:

Present: Alderman Frank Hunt, Alderman Mark Moore, Alderman Bill Van Buskirk, Alderman Eric Teeman, Alderman Karen Black, Alderman Jim Aziere, Alderman Ryan Myers, Alderman Steve Meyers, Alderman Bonnaye Mims, Alderman Jason Greene (arrived at 8:00 p.m. during the Closed Session)

**Proclamations/Presentations**

The Missouri AARP presented Alyse Stoll with the 2017 Andrus Award for Community Service.

**Public Comments**

Tony Jacob, 10201 E 64 Street, spoke regarding the FY17-18 budget, Alderman conduct, and the public posting of meeting agendas.

Brian Morris, 7304 Sterling Avenue, spoke regarding the Board of Aldermen's work on the FY17-18 budget and Alderman conduct.

Kathie Schutte, 11622 E 85 Street, spoke regarding statements made during the October 10, 2017 Board of Aldermen Special Session.

**Communication from the Mayor**

The Mayor, Alderman Mock's Family, Alderman and Mary Jane Van Buskirk, Alyse Stoll, and other community members attended the Truman Heartland Gala where Alderman Steve Mock was posthumously recognized as Raytown Citizen of the Year.

A committee will be created to investigate increasing the City's revenue.

**Communication from the City Administrator**

Contrary to a recent local news report, the City's snow removal system is supplied and prepared for winter snow removal.

## **Committee Reports**

Alderman Meyers reported that Raytown High School won their recent game against Raytown South and the game was a successful community event for everyone involved.

Alderman Greene was absent at this point in the meeting and Alderman Meyers read a statement on behalf of Alderman Greene regarding the FY17-18 budget.

Alderman Van Buskirk, announced that October 17 is his wife's and his 53<sup>rd</sup> wedding anniversary.

## **CLOSED SESSION**

**Notice is hereby given that the Mayor and Board of Aldermen may conduct a closed session, pursuant to the following statutory provisions:**

- 610.021(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information relating to the performance or merit of an individual employee is discussed or recorded; and/or
- 610.021(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

Alderman Myers, seconded by Alderman Meyers, made a motion to adjourn and reconvene in Closed Session. The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Meyers, Myers, Aziere, Mims, Black, Teeman, Hunt, Van Buskirk, Moore

Nays: None

Absent: Alderman Greene

The meeting adjourned and reconvened in Closed Session.

Alderman Greene joined the Closed Session at 8 p.m.

The Regular Session reconvened at 9:10 p.m.

## **LEGISLATIVE SESSION**

### **1. CONSENT AGENDA**

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular October 3, 2017 Board of Aldermen meeting minutes.

Approval of the Special October 10, 2017 Board of Aldermen meeting minutes.

Alderman Van Buskirk, seconded by Alderman Teeman, made a motion to adopt. The motion was approved by a vote of 9-0-1.

Ayes: Aldermen Van Buskirk, Teeman, Hunt, Greene, Moore, Aziere, Black, Meyers, Myers

Nays: None

Absent: Alderman Mims

### **REGULAR AGENDA**

### **NEW BUSINESS**

- 2. Public Hearing: A public hearing to consider a change in Zoning for property located at 7001 Blue Ridge Blvd.

2a. **FIRST READING: Bill No. 6451-17, Section XIII. AN ORDINANCE GRANTING A CHANGE IN ZONING FROM HIGHWAY CORRIDOR COMMERCIAL (HC) TO NEIGHBORHOOD COMMERCIAL (NC) ON LAND LOCATED AT 7001 BLUE RIDGE BOULEVARD IN ACCORDANCE WITH THE PROVISIONS OF THE COMPREHENSIVE ZONING REGULATIONS FOR THE CITY OF RAYTOWN.** Point of Contact: Ray Haydaripoor, Community Development Director.

Mayor McDonough opened the public hearing.

The ordinance was read by title only by Joe Willerth, City Attorney.

Ray Haydaripoor, Community Development Director and Michael Swan, Planning and Zoning Coordinator, remained available for any discussion.

Sheila Bradley-Graham and Fatima Durant spoke regarding the remaining steps they must complete before opening their business.

Alderman Greene, seconded by Alderman Meyers, made a motion to suspend the rules and hold an immediate second hearing. The motion was approved by a vote of 9-1.

Ayes: Aldermen Greene, Meyers, Myers, Moore, Black, Hunt, Van Buskirk, Teeman, Mims

Nays: Alderman Aziere

The ordinance was read by title only for a second time by Teresa Henry, City Clerk.

Janet Emerson, 10920 57 Terrace, spoke as a member of the Planning and Zoning Commission and shared that community input on the proposed business has been positive.

Mayor McDonough closed the public hearing.

Alderman Black, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Black, Mims, Meyers, Greene, Van Buskirk, Myers, Moore, Aziere, Hunt, Teeman

Nays: None

3. **AMENDED R-3032-17: A RESOLUTION AMENDING THE FISCAL YEAR 2016-2017 BUDGET IN THE AMOUNT OF \$234,865.00 RELATED TO THE POLICE DEPARTMENT.** Point of Contact: Jim Lynch, Police Chief.

The resolution was read by title only by Teresa Henry, City Clerk.

Jim Lynch, Police Chief, Captain Michelle Rogers, and Sergeant Jared Rogers were available for any discussion.

Discussion clarified that this is a request to amend the FY16-17 budget through the reprioritization of line items that have available funds remaining. Operating while short on personnel and with new personnel manual policies has led to overtime for various staff.

Alderman Van Buskirk, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Van Buskirk, Mims, Moore, Teeman, Aziere, Hunt, Black, Meyers, Greene, Myers

Nays: None

Alderman Mims, seconded by Alderman Hunt, made a motion to add Bill 6450-17 to the November 7, 2017 meeting agenda.

After some discussion, Alderman Mims rescinded her motion.

4. **RESIGNATION LETTER FROM ALDERMAN ERIC TEEMAN EFFECTIVE NOVEMBER 7, 2017.**

Alderman Myers, seconded by Alderman Aziere, made a motion to accept Alderman Teeman's resignation. The motion was approved by a vote of 8-2.

Ayes: Aldermen Myers, Aziere, Mims, Hunt, Teeman, Greene, Van Buskirk, Meyers  
Nays: Aldermen Moore, Black

5. **R-3033-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PURCHASE OF AMMUNITION FROM GULF STATES DISTRIBUTORS OFF THE STATE OF MISSOURI LAW ENFORCEMENT AGENCY COOPERATIVE PURCHASE CONTRACT IN AN AMOUNT TO EXCEED \$15,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2016-2017. Point of Contact: Jim Lynch, Police Chief.

The resolution was read by title only by Teresa Henry, City Clerk.

Jim Lynch, Police Chief, remained available for any discussion.

Alderman Teeman, seconded by Alderman Black, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Teeman, Black, Greene, Van Buskirk, Hunt, Meyers, Aziere, Mims, Moore, Myers  
Nays: None

6. **R-3034-17: A RESOLUTION** AMENDING THE FISCAL YEAR 2016-2017 BUDGET IN THE AMOUNT OF \$87,315.00 RELATED TO THE EMS. Point of Contact: Doug Jonesi, Emergency Medical Services Director.

The resolution was read by title only by Teresa Henry, City Clerk.

Doug Jonesi, Emergency Medical Services Director, remained available for any discussion.

Alderman Teeman, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Teeman, Mims, Myers, Moore, Black, Meyers, Greene, Hunt, Van Buskirk, Aziere  
Nays: None

Alderman Mims, seconded by Alderman Myers, made a motion to add resolution 3035-17 to the agenda. The motion was approved by a vote of 8-1-1.

Ayes: Alderman Mims, Myers, Meyers, Van Buskirk, Aziere, Hunt, Black, Teeman  
Nays: Alderman Moore  
Abstain: Alderman Greene

7. **R-3035-17: A RESOLUTION** AMENDING THE FISCAL YEAR 2016-2017 BUDGET IN THE AMOUNT OF \$59,550 RELATED TO PERSONNEL.

The resolution was read by title only by Teresa Henry, City Clerk.

Alderman Mims, seconded by Alderman Myers, made a motion to adopt. The motion was approved by a vote of 8-2.

Ayes: Aldermen Mims, Myers, Hunt, Teeman, Van Buskirk, Black, Aziere, Meyers  
Nays: Aldermen Moore, Greene

## ADJOURNMENT

Alderman Black, seconded by Alderman Mims, made a motion to adjourn. The motion was approved by a majority of those present.

The meeting adjourned at 10:25 p.m.

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Teresa M. Henry, MRCC  
City Clerk

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** November 2, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Teresa Henry, City Clerk

**Resolution No. R-3035-17**

**Department Head Approval:** \_\_\_\_\_

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Appointment of Special Sales Tax Review Committee At-Large member.

**Recommendation:** None.

**Analysis:** The Special Sales Tax Review Committee was originally established in 2002 to provide guidance and oversight on how money from the Transportation Sales Tax, Capital Improvement Sales Tax and Public Safety Sales Taxes approved by the voters is spent. In doing so, the Committee is required to meet at least once each quarter to monitor the plan.

The Committee is comprised of one citizen member from each of the five Wards selected by mutual agreement of the Aldermen elected to represent the Ward and the appointment of two additional citizen members by the Mayor. If the two Aldermen representing that Ward cannot agree on a citizen member, then each of the two Aldermen nominate a citizen member and the Board of Aldermen select the committee member by majority vote.

The Mayor has recommended that Jeremy Bledsoe be reappointed to the at-large position.

To be qualified for appointment a citizen must meet the following criteria:

1. current resident
2. at least 21 years of age
3. citizen of US
4. resident of the City for at least one year prior to appointment.

**A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF JEREMY BLEDSOE AS AN AT-LARGE REPRESENTATIVE TO THE SPECIAL SALES TAX REVIEW COMMITTEE**

**WHEREAS**, Resolution 1312-02 provides for appointment of a Special Sales Tax Review Committee; and

**WHEREAS**, such Special Sales Tax Review Committee is comprised of one citizen from each of the five Wards appointed by the Aldermen who represent that Ward and two citizens appointed At-Large by the Mayor; and

**WHEREAS**, the Mayor recommends the reappointment of Jeremy Bledsoe as an At-Large representative to the Special Sales Tax Review Committee.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**THAT** Jeremy Bledsoe, 6500 Elm, Raytown, MO is hereby reappointed as an At-Large member of the Special Sales Tax Review Committee, with a term expiring September 1, 2020 or until a successor is duly appointed;

**FURTHER THAT** this resolution shall be in full force and effect from and after the date of its passage and approval.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 7<sup>th</sup> day of November, 2017.

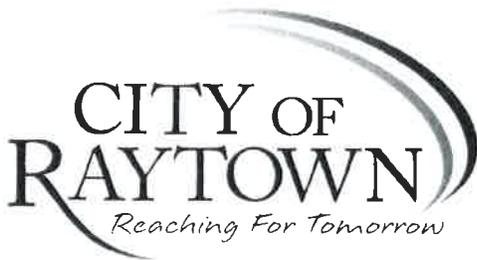
\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

Approved as to Form:

\_\_\_\_\_  
Joe Willerth, City Attorney



City of Raytown

RECEIVED  
JUN 12 2017  
CITY OF RAYTOWN

### Boards and Commissions Application

Thank you for your interest in serving on one of the City of Raytown Boards and Commissions. Volunteers like you are essential to ensuring that your city government is responsive to the needs of the community.

Please help us place you in the most appropriate Board/Commission by completing this questionnaire.

Date: 6/12/2017

Name: BLEDSOE JEREMY LEE  
Last First Middle

Address: 6500 ELM AVENUE RAYTOWN MO 64133  
Street City Zip Code

Contact Information:

816-313-1159 jbledsoe@apexkc.com  
Phone: Day Evening Cell Fax E-Mail Address

I want to serve on the Sales Tax Oversight Committee Board/Commission

Because: I enjoy serving my community and interacting with my neighbors

My strength(s) on this Board/Commission will be:

I have a business mind that is helpful with complex decision making. I understand Information Technology by trade and offer my experience.

Education: Oscoda High Oscoda, MO 1993  
High School City/State Date

Trade/College/University Degree Date

Post Graduate: College/University Degree Date

Employment (Maximum 10 years):

Current: Optimus Technology 6500 ELM AVE RAYTOWN MO (sole proprietor)  
Employer Address Position 2002-current

Past: \_\_\_\_\_  
Employer Address Position Dates

Past: \_\_\_\_\_  
Employer Address Position Dates

Community Involvement:

Organization	Leadership Position(s)	Membership Date(s)
1. <u>STO Committee</u>	<u>member at large</u>	<u>(current)</u>
2. <u>East Gate Building Co.</u>	<u>President</u>	<u>(2012 - current)</u>
3. <u>Raytown Amateur Radio Club</u>	<u>Volunteer Webmaster, membership</u>	<u>(current)</u>
4. <u>Raytown First Baptist</u>	<u>Volunteer</u>	<u>(current)</u>
5. _____	_____	_____

Do you have business or property interests that might place you in a conflict of interest situation should you be appointed to this Board/Commission? If so, please explain.

NONE

Do you anticipate that there will be times when you will not be able to attend the Board/Commission meeting? If yes, how often do you anticipate this would occur?

NO.

Mail to: Mayor's Office, 10000 East 59<sup>th</sup> Street, Raytown, MO 64133; or FAX: 816-737-6097.

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** November 2, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Teresa Henry, City Clerk

**Resolution No. R-3036-17**

**Department Head Approval:** \_\_\_\_\_

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Appointment of Special Sales Tax Review Committee At-Large member.

**Recommendation:** None.

**Analysis:** The Special Sales Tax Review Committee was originally established in 2002 to provide guidance and oversight on how money from the Transportation Sales Tax, Capital Improvement Sales Tax and Public Safety Sales Taxes approved by the voters is spent. In doing so, the Committee is required to meet at least once each quarter to monitor the plan.

The Committee is comprised of one citizen member from each of the five Wards selected by mutual agreement of the Aldermen elected to represent the Ward and the appointment of two additional citizen members by the Mayor. If the two Aldermen representing that Ward cannot agree on a citizen member, then each of the two Aldermen nominate a citizen member and the Board of Aldermen select the committee member by majority vote.

The Mayor has recommended that Paul Hansen be reappointed to the at-large position.

To be qualified for appointment a citizen must meet the following criteria:

1. current resident
2. at least 21 years of age
3. citizen of US
4. resident of the City for at least one year prior to appointment.

**A RESOLUTION AUTHORIZING AND APPROVING THE REAPPOINTMENT OF PAUL HANSEN AS AN AT-LARGE REPRESENTATIVE TO THE SPECIAL SALES TAX REVIEW COMMITTEE**

**WHEREAS**, Resolution 1312-02 provides for appointment of a Special Sales Tax Review Committee; and

**WHEREAS**, such Special Sales Tax Review Committee is comprised of one citizen from each of the five Wards appointed by the Aldermen who represent that Ward and two citizens appointed At-Large by the Mayor; and

**WHEREAS**, the Mayor recommends the reappointment of Paul Hansen as an At-Large representative to the Special Sales Tax Review Committee.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**THAT** Paul Hansen, 9600 E. 65<sup>th</sup> Terrace, Raytown, MO is hereby reappointed as an At-Large member of the Special Sales Tax Review Committee, with a term expiring September 1, 2020 or until a successor is duly appointed;

**FURTHER THAT** this resolution shall be in full force and effect from and after the date of its passage and approval.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 7<sup>th</sup> day of November, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

Approved as to Form:

\_\_\_\_\_  
Joe Willerth, City Attorney



RECEIVED

JUN 12 2017

City of Raytown CITY OF RAYTOWN

Boards and Commissions Application

Thank you for your interest in serving on one of the City of Raytown Boards and Commissions. Volunteers like you are essential to ensuring that your city government is responsive to the needs of the community.

Please help us place you in the most appropriate Board/Commission by completing this questionnaire.

Date: June 12th. 2017

Name: Hansen Paul Leroy
Last First Middle

Address: 9600 E. 65th. Terr. Raytown MO 64133
Street City Zip Code

Contact Information:

(816) 353-3618 (816) 304-0084 plhansen@sbcglobal.net
Phone: Day Evening Cell Fax E-Mail Address

I want to serve on the Sales Tax Oversight comm. Board/Commission

Because: I have lived in Raytown all my life and have been on the comm.
for over Ten Years

My strength(s) on this Board/Commission will be:

Was a alderman at one time and know a lot about city affaires.

Education: Raytown High Raytown Mo. 1941 through 1945
High School City/State Date

Trade/College/University Degree Date

Post Graduate: College/University Degree Date

**Employment (Maximum 10 years):**

Current:

Employer Address Position

Past: DICK SMITH FORD 9501 E 350 Raytown MO. Quality Control 1966 to 1989  
Employer Address Position Dates

Past:

Employer Address Position Dates

**Community Involvement:**

Organization	Leadership Position(s)	Membership Date(s)
1. <u>Public Water Dist. (2)</u>	<u>Pres. Ten Years Dir. 25 yr</u>	<u>1970 &amp; 1980</u> <del>1950 To 1975</del>
2. <u>Raytown Chamber of Commers Board of Directors</u>		<u>1989</u>
3. <u>Raytown Kiwanis Int. Pres.</u>		<u>1986</u>
4. <u>Volunteer Fireman Raytown Fire Protection Dist.</u>		<u>1946 To 1959</u>
5. _____		

**Do you have business or property interests that might place you in a conflict of interest situation should you be appointed to this Board/Commission? If so, please explain.**

\_\_\_\_\_  
\_\_\_\_\_

**Do you anticipate that there will be times when you will not be able to attend the Board/Commission meeting? If yes, how often do you anticipate this would occur?**

Yes, But not very often I have only not been able to attend two or three meetings.

**Mail to: Mayor's Office, 10000 East 59<sup>th</sup> Street, Raytown, MO 64133; or FAX: 816-737-6097.**

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** November 2, 2017

**Bill No.** 6452-17

**To:** Mayor and Board of Aldermen

**Section No.:** XIII

**From:** Michael Swan, Planning & Zoning Coordinator

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_ (only if funding requested)

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Perform first reading and conduct a public hearing to consider a conditional use application for an automated auto spa located at 10001 Missouri Highway 350 Raytown, Missouri.

**Recommendation:** The Planning & Zoning Commission by a vote of 6 in favor and 0 against recommends approval of the Conditional Use Permit subject to the conditions stipulated in the Ordinance.

**Analysis:** Thomas Wells, on behalf of Tidal Wave Car Wash, is seeking approval of a Conditional Use Permit application for an automatic car wash facility at 10001 Missouri Highway 350. The car wash facility is capable of handling approximately 55 vehicles per hour. The applicant has submitted a site plan of the property, a copy of which is attached, which identifies the location of the buildings, structures, driveway, parking area and site furnishings.

**Alternatives:** Alternatives to the recommendation of the Planning & Zoning Commission would be to either deny the conditional use permit application or refer the application back to the Planning & Zoning Commission for revisions and/or further review.

**Budgetary Impact:** This application does not require the City to provide any funding.

Not Applicable

**Additional Reports Attached:**

- Conditional Use Permit Ordinance
- Staff Report
- Planning & Zoning Recommendation Letter
- Planning & Zoning Commission - 10/05/2017 meeting minutes
- Conceptual Site Plan

**AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR AN AUTOMATED AUTO SPA ON LAND LOCATED AT 10001 MISSOURI HIGHWAY 350 IN ACCORDANCE WITH THE PROVISIONS OF THE COMPREHENSIVE ZONING REGULATIONS FOR THE CITY OF RAYTOWN, MISSOURI**

**WHEREAS**, Application PZ-2017-009, submitted by Thomas Wells on behalf of Tidal Wave Car Wash, is seeking a conditional use permit on land located at 10001 Missouri Highway 350, was referred to the Planning Commission for consideration; and

**WHEREAS**, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing on October 5, 2017, and rendered a report to the Board of Aldermen recommending that the conditional use permit be approved; and

**WHEREAS**, after due public notice in the manner prescribed by law, the Board of Aldermen held a public hearing on November 7, 2017, which public hearing was continued to November 21, 2017 for further consideration and public comment; and

**WHEREAS**, the Board of Aldermen, after considering the evidence presented during such public hearings have determined it is in the best interest of the citizens of the City of Raytown to grant the conditional use permit for said property;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**SECTION 1 – GRANT OF CONDITIONAL USE PERMIT.** That a Conditional Use Permit is hereby granted to allow an automated auto spa facility on land located at 10001 Missouri Highway 350 in Raytown, Missouri, as legally described in Exhibit “A”, subject to the conditions set forth in Section 2 herein.

**SECTION 2 – CONDITIONS OF APPROVAL.** That the following conditions shall apply and be followed during the duration of the use allowed by this Conditional Use Permit:

1. That an application be submitted to the City to vacate East 75<sup>th</sup> Street with public notice issued and a public hearing conducted. The occupancy permit shall not be given until such time as the street vacation has been approved by ordinance from the Board of Aldermen.
2. That as a condition of the vacation, 75<sup>th</sup> Street be granted as a utility easement.
3. That the applicant will be required to widen the private drive (formerly 75<sup>th</sup> Street) and construct a center turn lane between Raytown Road and the east side of Tidal Wave's private driveway, unless Tidal Wave can provide a traffic study and come to an agreement with Public Works Department that the proposed project's additional traffic, along with current traffic traveling to and from Freddy's and I-HOP, will not cause an increase in traffic congestion along northbound Raytown Road at the intersection of Raytown Road and 75<sup>th</sup> Street private drive. Tidal Wave will be required to curb and gutter the north side of 75<sup>th</sup> Street private drive.
4. That the applicant submits a landscape plan for staff review and approval prior to obtaining a building permit.

- 5. That the applicant provide an easement for a gateway feature as required in Sec. 50-418 (f).
- 6. That the applicant provide bicycle racks as required in Sec. 50-421 (f) (3).
- 7. That staff review and approve final plans relative to all city codes, but particularly in regard to the HWY 350 Corridor Design Guidelines prior to issuing a building permit.
- 8. That the applicant provide site furnishings as required in Sec. 50-424 (4).
- 9. That the applicant plat the property combining the two lots and vacated 75<sup>th</sup> Street into one lot and that the plat be completed prior to issuing an occupancy permit.
- 10. That the conditional use permit shall be valid for a period of ten (10) years from the date of issuance of the Certificate of Occupancy and is subject to automatic renewal by the Community Development Director provided that Condition #11 is satisfied.
- 11. That this conditional use permit shall comply with all local, state and federal rules and regulations that may be applicable.
- 12. That a transfer of ownership notification providing new ownership's identity and contact information be provided to the Community Development Department within thirty (30) days of transfer.

**SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4 – SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**SECTION 5 – EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED** and **APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this \_\_\_\_day of November, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

Approved as to Form

\_\_\_\_\_  
Teresa M. Henry, City Clerk

\_\_\_\_\_  
Joe Willerth, City Attorney



**Community Development Department**

10000 E 59<sup>th</sup> Street

Raytown, MO 64133-3993

Phone: 816-737-6059 Fax: 816-737-6164

Email: [mstan@raytown.mo.us](mailto:mstan@raytown.mo.us)

To: Thomas Wells

Date: October 9, 2017

RE: PZ 2017-009 Conditional Use Permit Application

Address: 10001 Missouri Hwy. 350

On October 5, 2017 the City of Raytown Planning and Zoning Commission recommended to approve (6-0) your request for a conditional use permit subject to twelve (12) conditions:

1. That an application be submitted to the City to vacate East 75<sup>th</sup> Street with public notice issued and a public hearing conducted. The occupancy permit shall not be given until such time as the street vacation has been approved by ordinance from the Board of Aldermen.
2. That as a condition of the vacation, 75<sup>th</sup> Street be granted as a utility easement.
3. That the applicant will be required to widen the private drive (formerly 75<sup>th</sup> Street) and construct a center turn lane between Raytown Road and the east side of Tidal Wave's private driveway, unless Tidal Wave can provide a traffic study and come to an agreement with Public Works Department that the proposed project's additional traffic, along with current traffic traveling to and from Freddy's and I-HOP, will not cause an increase in traffic congestion along northbound Raytown Road at the intersection of Raytown Road and 75<sup>th</sup> Street private drive. Tidal Wave will be required to curb and gutter the north side of 75<sup>th</sup> Street private drive.
4. That the applicant submits a landscape plan for staff review and approval prior to obtaining a building permit.
5. That the applicant provide an easement for a gateway feature as required in Sec. 50-418 (f).
6. That the applicant provide bicycle racks as required in Sec. 50-421 (f) (3).
7. That staff review and approve final plans relative to all city codes, but particularly in regard to the HWY 350 Corridor Design Guidelines prior to issuing a building permit.
8. That the applicant provide site furnishings as required in Sec. 50-424 (4).
9. That the applicant plat the property combining the two lots and vacated 75<sup>th</sup> Street into one lot and that the plat be completed prior to issuing an occupancy permit.
10. That the conditional use permit shall be valid for a period of ten (10) years from the date of issuance of the Certificate of Occupancy and is subject to automatic renewal by the Community Development Director provided that Condition #11 is satisfied.

11. That this conditional use permit shall comply with all local, state and federal rules and regulations that may be applicable.
12. That a transfer of ownership notification providing new ownership's identity and contact information be provided to the Community Development Department within thirty (30) days of transfer.

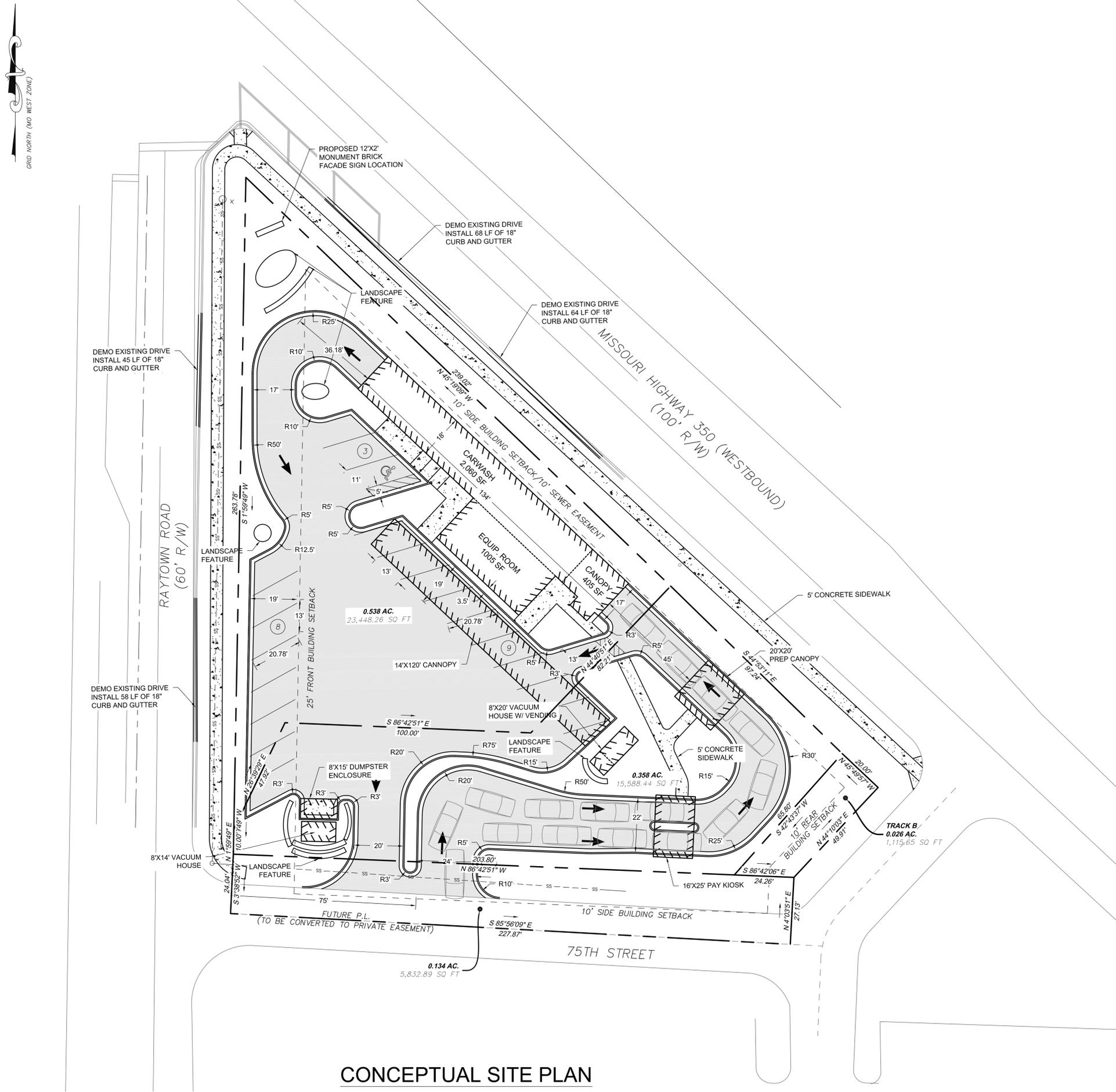
This case is scheduled to be heard by a first reading and public hearing conducted by the Board of Aldermen on Tuesday, November 7<sup>th</sup> at 7:00pm in Council Chambers at City Hall. You or your representative should be present to answer questions.

Sincerely,



**Michael Swan**  
**Planning & Zoning Coordinator**  
10000 E 59<sup>th</sup> St.  
Raytown, MO 64133-3993  
816-737-6059  
[mswan@raytown.mo.us](mailto:m Swan@raytown.mo.us)

0\_V201717-6038 SHJ - TIDAL WAVE RAYTOWN, MO\DWG\17-6038C\_B01.DWG 8/10/2017 8:57 AM



**CONCEPTUAL SITE PLAN**



**VICINITY MAP**  
N.T.S.

**SITE INFORMATION**

OWNER INFORMATION: RAYTOWN 350 INV. GROUP, LLC.; RAYTOWN WASH, LLC.; RAYTOWN AUTO, LLC.  
 ADDRESS: 605 W 47TH STREET, SUITE 200, KANSAS CITY, MO 64112  
 PROPERTY AREA: ±1.06 AC  
 PARCEL ID #: 45-630-17-01-01-0-00-000; 45-630-17-01-02-0-00-000; TRACK B  
 PROPERTY ZONING: HIGHWAY CORRIDOR COMMERCIAL DISTRICT (HIGHWAY 350 OVERLAY)  
 BUILDING SETBACKS:  
 FRONT: 25 FT  
 SIDE: 10 FT  
 REAR: 10 FT  
 PROPOSED BUILDING HEIGHT: 25'

**OWNER INFORMATION**

OWNERS: RAYTOWN 350 INV. GROUP, LLC.; RAYTOWN WASH, LLC.; RAYTOWN AUTO, LLC.  
 ADDRESS: 605 W 47TH STREET, SUITE 200, KANSAS CITY, MO 64112  
 PHONE #: 816-753-6000

**APPLICANT INFORMATION**

APPLICANT: TW MACON, LLC (d.b.a. TIDAL WAVE AUTO SPA)  
 ADDRESS: 124 THOMPSON STREET, THOMASTON, GEORGIA 30286  
 PHONE #: 404-358-1176

**PARKING NOTE**

PARKING REQUIRED:  
 TWO (2) HOLDING SPACES PER STALL  
 ONE (1) DRYING SPACE PER STALL  
 THREE (3) SPACES REQUIRED

PARKING PROVIDED:  
 19 STANDARD SPACES  
 +1 HANDICAP SPACES  
 20 TOTAL SPACES  
 (16 STACKING SPACES)

**HATCH LEGEND:**



NO.	REVISION DESCRIPTION	BY	DATE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			



**EMC ENGINEERING SERVICES, INC.**  
 3575 MACON ROAD SUITE 15  
 COLUMBUS, GEORGIA 31907  
 PHONE: (706) 366-3865  
 FAX: (706) 366-3865  
 columbus@emc-eng.com

**EMC**  
 CIVIL  
 MARINE  
 ENVIRONMENTAL

OFFICES: SAVANNAH, ALBANY, ATLANTA, AUGUSTA, BRUNSWICK, COLUMBUS, STATESBORO, AND VALDOSTA.

**CONCEPTUAL SITE PLAN**  
**RAYTOWN TIDAL WAVE**  
 45630170101000000  
 RAYTOWN, JACKSON COUNTY, MISSOURI  
 Prepared for:  
**SHJ CONSTRUCTION GROUP**

PROJECT NO.:	17-6038
DRAWN BY:	JMA
DESIGNED BY:	JMA
SURVEYED BY:	EMC
SURVEY DATE:	
CHECKED BY:	RAP
SCALE:	1"=20'
DATE:	07/31/2017



# STAFF REPORT

**To:** The City of Raytown Planning and Zoning Commission  
**FROM:** MICHAEL SWAN, PLANNING & ZONING COORDINATOR, COMMUNITY Planning Department  
**DATE:** OCTOBER 5, 2017  
**Subject:** Agenda Item No. 5. A: Application for a conditional use permit for an automated auto spa located at, 10001 E US 350 Highway.

## Background Information:

Thomas Wells, on behalf of Tidal Wave Auto Spa is seeking approval of a conditional use permit application to allow an automated car wash to be placed at 10001 East US 350 Highway, as indicated in red on the aerial photo below.

Subject property is owned by Raytown 350 Investment Group LLC and is bounded by West US 350 Highway on the northeast, the intersection of Raytown Road and West US 350 Highway on the north, Raytown Road on the west and East 75<sup>th</sup> Street on the south.

The specific proposal is to combine the individual lots and vacate East 75<sup>th</sup> Street to build a Tidal Wave Auto Spa on the lot.



Exhibit 1

## **Factors To Be Considered:**

In considering any application for a conditional use permit, the Planning Commission shall give consideration to the health, safety, morals, comfort and general welfare of the inhabitants of the city, including but not limited to, the following factors.

### **1. The stability and integrity of the various zoning districts.**

The property to which the conditional use permit application applies is zoned Highway Corridor Commercial (HC). The zoning and uses on surrounding properties are more specifically described below (Exhibit 2):



Exhibit 2

Northeast: Highway 350 West abuts northeast side of the property; the property is zoned Highway Corridor Commercial (HC) and is occupied by an auto sales, electric supply and auto body shop.

West: Raytown Road abuts the property on the west; the property is zoned Highway Corridor Commercial (HC) and is occupied by an auto repair shop and a cash/loans business.

South: East 75<sup>th</sup> Street abuts the property to the south; the property is zoned Highway Corridor Commercial (HC); and is occupied by an I-Hop restaurant and a billboard.

**2. Conservation of property values.**

The proposed conditional use, if approved, will occupy a property that is vacant, but was previously occupied by a service station and self-service bay carwash. The proposed business is similar to other auto-oriented businesses in the area and it is the opinion of Staff that given the commercial character of the area, property values will not be negatively impacted by granting a conditional use permit to the applicant.

**3. Protection against fire and casualties.**

Construction of the carwash will require submittal of architectural and engineering plans which will be reviewed by City staff for compliance with the City's construction codes. The structure and site construction will be inspected by the City's Building Official and Property Code Enforcement Officer as well as the Fire Marshall from the Raytown Fire Protection District to insure compliance with applicable Life Safety Codes, building codes, Property Maintenance Codes and Fire Codes.

**4. Observation of general police regulations.**

It does not appear that the proposed carwash business will violate any general police regulations.

**5. Prevention of traffic congestion.**

The property is located at the intersection of Raytown Road and Highway 350; therefore, it is important that the proposed use does not cause any traffic congestion in that area. Access will be from 75<sup>th</sup> Street which will be vacated and become a private drive as it is to the east. Two existing curb cuts on Raytown Road and three curb cuts on Highway 350 will be closed as a part of this development. The carwash is providing 11 stacking spaces on site in front of the pay kiosk, however, there are times when this may not be adequate and staff is recommending that additional stacking be provided on 75<sup>th</sup> Street which will be a private drive. It is recommended that the private drive be built to three lanes in width and the north lane be designated as a stacking lane for the carwash. This will still allow two lanes to be available for the other businesses in the area and for emergency vehicles.

**6. Promotion of traffic safety and the orderly parking of motor vehicles.**

Access to the carwash will be from the private drive which is currently 75<sup>th</sup> Street and there will be no access from either Raytown Road or Highway 350. As a part of the development of this project, two curb cuts on Raytown Road and three curb cuts on Highway 350 will be permanently closed. This should improve the safety of this intersection. The site plan shows the internal vehicle circulation and parking which is well laid out and orderly. The entrance and exit driveways are separated and are both on 75<sup>th</sup> Street which should help alleviate traffic conflicts.

**7. Promotion of the safety of individuals and property.**

As previously described, if the application is approved, the applicant will need to obtain a building permit and the plans will be reviewed to make sure they are in compliance with city codes. As construction starts, the City Building Official will inspect the project to ensure that it is built according to the approved plans.

- 8. Provision for adequate light and air.**  
The site is slightly over an acre in size and will provide green space and landscaping which will provide for adequate light and air.
- 9. Prevention of overcrowding and excessive intensity of land uses.**  
The proposed site plan shows landscaping and green space and the carwash will not provide overcrowding or an excessive intensity of development.
- 10. Provision for public utilities and schools.**  
The proposed conditional use will not have any impact on schools and all necessary utilities are available to serve the property.
- 11. Invasion by inappropriate uses.**  
There are numerous service stations and other auto oriented uses along HWY 350 and in the opinion of the staff, it does not appear that the proposed carwash will be an invasion of an inappropriate use.
- 12. Value, type and character of existing or authorized improvements and land uses.**  
There are two restaurants located on adjacent properties and a third site in that development remaining to be developed. A site plan has not been approved for the undeveloped site. The restaurants have drive-through service which is similar to the drive-through function of the carwash.
- 13. Encouragement of improvements and land uses in keeping with overall planning.**  
Staff is recommending the vacation of East 75<sup>th</sup> Street because it dead ends into a private drive and the applicant has agreed. This project also has to comply with the HWY 350 Corridor Design Guidelines and there are several items that need to be addressed which are as follows:

  1. Sec. 50-418 (f) Corridor Gateways requires that developments at the intersection of Raytown Road and HWY 350 "provide a visually prominent feature to create a gateway to HWY 350." The applicant provides a permanent easement for the gateway feature that is designed by the City. Gateway features are located at the intersection of 63<sup>rd</sup> Street and Blue Ridge Cutoff and are an example of what is needed here. There is adequate area on the site at the corner of Raytown road and HWY 350 to accommodate the feature, but some redesign of the site will be necessary in relation to the applicant's monument sign and the gateway feature.
  2. Sec. 50-421 (e) Landscaping/Open Space has very specific requirements and the applicant has not submitted a landscape plan for staff review. The applicant will need to submit a landscape plan for staff review and approval prior to obtaining a building permit.
  3. Sec. 50-421 (f) (3) Accommodation for Bicycles requires a minimum of a four bicycle locking facility. Obviously, customers will be driving cars and will not need bicycle racks, but they should be provided for employees who may be riding a bicycle to work.
  4. Sec. 50-424 Commercial Design Standards has specific requirements for building design. The plans submitted to date are preliminary and do not contain all the details necessary for a complete evaluation. Staff will need to review and approve

the final plans for compliance with the HWY 350 Corridor Design Guidelines prior to issuing a building permit.

5. Sec. 50-424 (4) Site Furnishings requires a minimum of two site furnishings. These are not shown on the plans and will need to be reviewed and approved by staff prior to issuing a building permit.

**14. Provision for orderly and proper renewal, development and growth.**

The proposed carwash is located in an existing commercial area and the proposed use is consistent with the development of the Highway 350 Corridor. The proposed carwash will need to meet the requirements of the Highway 350 Design Guidelines and if the application is approved, it will continue to provide for the orderly and proper renewal, redevelopment and growth along MO-350 Highway.

The lot will consist of two lots and the vacated 75<sup>th</sup> Street. Additionally, it is recommended that the property be platted into one lot to clean up the boundary lines.

**STAFF RECOMMENDATION:**

It is the opinion of Staff that the factors to be considered are favorable and recommends that the conditional use permit for the carwash be approved subject to the following conditions:

1. That an application be submitted to the City to vacate East 75<sup>th</sup> Street with public notice issued and a public hearing conducted. The occupancy permit shall not be given until such time as the street vacation has been approved by ordinance from the Board of Aldermen.
2. That as a condition of the vacation, 75<sup>th</sup> Street be granted as a utility easement.
3. That the applicant construct 75<sup>th</sup> Street as a curbed and guttered three lane private drive with the north lane designated as a stacking lane for the carwash.
4. That the applicant submit a landscape plan for staff review and approval prior to obtaining a building permit.
5. That the applicant provide an easement for a gateway feature as required in Sec. 50-418 (f).
6. That the applicant provide bicycle racks as required in Sec. 50-421 (f) (3).
7. That staff review and approve final plans relative to all city codes, but particularly in regard to the HWY 350 Corridor Design Guidelines prior to issuing a building permit.
8. That the applicant provide site furnishings as required in Sec. 50-424 (4).
9. That the applicant plat the property combining the two lots and vacated 75<sup>th</sup> Street into one lot and that the plat be completed prior to issuing an occupancy permit.
10. That the conditional use permit shall be valid for a period of ten (10) years from the date of issuance of the Certificate of Occupancy and is subject to automatic renewal by the Community Development Director provided that all local, state and federal rules and regulations are met.
11. That this conditional use permit shall comply with all local, state and federal rules and regulations that may be applicable.
12. That a transfer of ownership notification providing new ownership's identity and contact information be provided to the Community Development Department within thirty (30) days of transfer.

**AGENDA**  
**CITY OF RAYTOWN**  
**PLANNING & ZONING COMMISSION MEETING MINUTES**  
**October 5, 2017**  
**Raytown City Hall**  
**Board of Aldermen Chambers**  
**10000 East 59<sup>th</sup> Street**  
**Raytown, Missouri 64133**

**1. Welcome by Chairperson**

**2. Call meeting to order and Roll Call.**

Wilson: <u>Absent</u>	Emerson: <u>Present</u>	Stock: <u>Present</u>
Bettis: <u>Present</u>	Robinson: <u>Present</u>	Lightfoot: <u>Absent</u>
Hartwell: <u>Present</u>	Dwight: <u>Present</u>	Meyers: <u>Absent</u>

**3. Approval of minutes – July 13, 2017 meeting**

- A. Revisions Ms. Stock found a typo in minutes will be corrected.
- B. Motion Ms. Stock made a motion to approve minutes as corrected.
- C. Second Ms. Emerson seconded the motion
- D. Additional Board Discussion - None
- E. Vote 6-0 to approve the minutes as corrected. Motion passed.

**4. Old Business – None**

**5. New Business**

**A. Application: Application for conditional use permit for an automated auto spa located at 10001 E. Missouri State Highway 350**

**Case No.: PZ-2017-009**

**Applicant: Thomas Wells on behalf of Tidal Wave Auto Spa**

- 1. Introduction of Application by Chair  
Mr. Bettis introduced Application PZ-2017-009 to the Board
- 2. Open Public Hearing  
Mr. Bettis opened the public hearing
- 3. Explain Procedure for a Public Hearing and swear-in speakers  
City Attorney Joe Willerth swore in all that were speaking  
Mr. Bettis entered City Exhibits into record.
- 4. Enter Relevant City Exhibits into the Record:
  - a. Conditional Use Permit Application submitted by applicant
  - b. Missouri Warranty Deed
  - c. Neighborhood Information Meeting Memo

- d. Public Hearing Notices sent to property owners within 185-feet of subject property
  - e. Publication of Notice of Public Hearing in Daily Record Newspaper ad.
  - f. Photos of similar sites developed by applicant
  - g. Conceptual Site Plan
  - h. City of Raytown Zoning Ordinance, as amended
  - i. City of Raytown Comprehensive Plan
5. Explanation of any exparte' communication from Commission members regarding the application. - None
6. Introduction of Application by Staff

Mr. Swan introduced PZ-2017-009 to the Board

7. Presentation of Application by Applicant

Aaron March, the applicant's attorney, presented the application to the Board.

Thomas Wells, the applicant, presented a power point presentation of the Tidal Wave Car Wash Application

Mr. March then explained that they would like to tweak two (2) conditions from staff recommendations – #3 and #10.

Missy Wilson, City of Raytown's Economic Development Administrator, stated that the Public Works Department has been working very hard with Tidal Wave to address traffic matters related to the proposed project and its possible impact on existing development south of 75<sup>th</sup> Street. Public Works staff asked Ms. Wilson to provide the following alternative language for the condition in #3:

*Tidal Wave will be required to widen the private drive (formerly 75th Street) and construct a center turn lane between Raytown Road and the east side of Tidal Wave's private driveway, unless Tidal Wave can provide a traffic study and come to an agreement with Public Works Department that the proposed project's additional traffic, along with current traffic traveling to and from Freddy's and I-HOP, will not cause an increase in traffic congestion along northbound Raytown Road at the intersection of Raytown Road and 75th Street private drive. Tidal Wave will be required to curb and gutter the Northside of 75th Street private drive.*

Ms. Stock stated she went to a MODOT meeting and was told that they were going to narrow northbound Raytown Road to one lane and asked if that is still the plan.

Ms. Wilson stated Public Works has not made her aware of the narrowing of Raytown Road. However, she indicated there are plans to reconfigure the construction of a 12" median along the center of Raytown Road. This change may have eliminated the need for the narrowing of Raytown Road.

Ms. Emerson asked about the need for bicycle racks at a car wash.

Ms. Wilson stated that the bike racks are required by Code and are to accommodate possible employees who travel by bike.

Mr. Robinson asked if traffic study would recommend to widen all of 75<sup>th</sup> Street.

Ms. Wilson stated at this time as a compromise with Tidal Wave, Public Works recommends only widening a portion of 75<sup>th</sup> Street.

Mr. Bettis asked if 75<sup>th</sup> Street was really wide enough to widen for the car wash.

Ms. Wilson stated they would have enough room to put in three lanes for that span because 75<sup>th</sup> Street is being vacated on both sides.

Ms. Dwight asked if Freddy's and I-Hop have been involved with this project.

Mr. March stated they know that it is coming and they all are going to work together.

8. Request for Public Comment-None
9. Additional Comment from Applicant, if necessary -None
10. Additional Staff Comments and Recommendation
11. Board Discussion

Ms. Stock recommended that we change conditions #3 and #10.

There was additional Board Discussion.

12. Close Public Hearing

Mr. Bettis closed the public hearing.

13. Board Decision to Approve, Conditionally Approve or Deny the Application.

- a. Ms. Stock made a motion to approve the application with staff recommendations but amended conditions # 3 and #10.

Ms. Emerson seconded the motion.

- c. Additional Board Discussion
- d. Vote

Stock – yes

Robinson - yes

Hartwell –yes

Dwight - yes

Emerson – yes

Bettis – yes

**Motion passed 6-0**

**B. Application: Application proposing to rezone land located at 7001 Blue Ridge Blvd. from Highway Corridor Commercial (HC) to Neighborhood Commercial (NC).**

**Case No.: PZ-2017-010**

**Applicant: Shelia Bradley-Graham on behalf of Day Prep Academy LLC.**

1. Introduction of Application by Chair  
Mr. Bettis introduced application PZ-2017-010 to the Board
2. Open Public Hearing  
Mr. Bettis opened the Public Hearing
3. Explain Procedure for a Public Hearing and swear-in speakers  
City Attorney Joe Willerth swore in all that were speaking
4. Enter Relevant City Exhibits into the Record:  
Mr. Bettis entered the City Exhibits into the record.
  - a. Rezoning Application submitted by applicant

- b. Special Warranty Deed
- c. Neighborhood Information Meeting Memo
- d. Publication of Notice of Public Hearing in Daily Record Newspaper ad.
- e. Conceptual Site Plan
- f. City of Raytown Zoning Ordinance, as amended
- g. City of Raytown Comprehensive Plan

5. Explanation of any exparte' communication from Commission members regarding the application. - None

6. Introduction of Application by Staff

Mr. Swan introduced application PZ-2017-010 to the board.

7. Presentation of Application by Applicant

Shelia Bradley- Graham thanked the board for their time and stated that they agree with all staff recommendations that have been provided. They have already met with the state regarding day care licensing.

Mr. Blay, the architect, for the day care stated that they have followed all the guidelines required and they have worked with staff to make the day care safe. The state requirements will all be met along with the city's site plan requirements.

Ms. Emerson asked how many children the state would allow.

Mr. Blay stated the state would allow 60 children for the size and space they have. They have designed the playground so that 38 children can use the playground at one time.

Ms. Hartwell asked if this was a day care or a teaching school.

Ms. Graham stated that it is a day care but they would be preparing the children for kindergarten. She stated that it is their goal to use the curriculum of the Raytown School District and other surrounding districts to better prepare the children for Kindergarten.

8. Request for Public Comment

None

9. Additional Comment from Applicant, if necessary

10. Additional Staff Comments and Recommendation

11. Board Discussion

Additional board discussion was had regarding the conditions, particularly on condition #1.

12. Close Public Hearing

13. Board Decision to Approve, Conditionally Approve or Deny the Application.

a. Ms. Stock made a motion to approve the application with staff recommendations but amended the language on condition #1.

b. Mr. Bettis seconded the motion.

c. Additional Board Discussion

d. Vote

Hartwell – Yes

Emerson – Yes

Robinson – Yes

Stock – Yes

Hartwell – Yes

Bettis – Yes

**Motion Passed – 6-0**

**6. Other Business**

Mr. Swan stated there will be cases to be heard by the Planning and Zoning Commission in November.

**7. Planning Projects Report - None**

**8. Set Future Meeting Date – November 2, 2017**

**9. Adjourn**

A. Motion -Dwight

B. Second - Stock

C. Vote 6-0

Meeting adjourned.

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** November 2, 2017

**Resolution No.:** R-3037-17

**To:** Mayor and Board of Aldermen

**From:** Missy Wilson, Economic Development Administrator

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_

**City Administrator Approval:** \_\_\_\_\_

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**Action Requested:** Approval of Development Agreement between TW Macon, LLC and the City of Raytown for completion of improvements within City and State easements or rights-of-way around 10001 East 350 Highway, as required as a condition for approval of a construction permit for new building construction to be performed by TW Macon, LLC.

**Recommendation:** Staff recommends approval of the resolution.

**Analysis:** TW Macon, LLC is seeking approval of a conditional use permit and construction application that proposes to build an automated car wash and associated site improvements. The subject property is located at 10001 East 350 Highway. The applicant is proposing to construct various improvements including roadway, curbs, gutters, ADA ramps, sidewalks, and traffic safety improvements at 75<sup>th</sup> Street, Raytown Road, and 350 Highway.

The Development Agreement requires TW Macon, LLC to construct or cause to be constructed the public improvements, which are necessary and reasonably related to the impact of the proposed development of the Property, in an order of necessity as outlined in the Development Agreement.

TW Macon, LLC shall be obligated to construct one hundred fifty thousand dollars (\$150,000) ("Improvement Costs") worth of the public improvements as described in **Section 1** of the Development Agreement. Should TW Macon, LLC spend less than the required Improvement Cost, TW Macon, LLC shall pay to the City the difference between the cost incurred by TW Macon, LLC in the construction of the public improvements and the Improvement Costs. The required Improvement Cost shall include only those expenses related to the actual construction of the public improvements and limited design cost for the MoDOT portion of the Public Improvements. Upon completion of the construction of the Public Improvements, the TW Macon, LLC shall provide to the City a certificate verified by TW Macon's engineer or architect setting forth the total cost incurred by TW Macon in constructing the Public Improvements or portions thereof

The City and TW Macon, LLC agree that no final certificate of occupancy for any building or structure located on the Property will be issued until TW Macon LLC has substantially completed the construction of the Public Improvements described in **Section 1** that can be completed with the Construction Cap. If TW Macon LLC has completed construction of the Public Improvements where construction cost equals or exceeds the Construction Cap, a certificate of occupancy for any building located on the Property may be issued upon TW Macon LLC providing the City with the Cost Certification and the building otherwise meeting all other City requirements for the issuance of a certificate of occupancy.

**Alternatives:** Deny the requested resolution and not allow TW Macon, LLC to construct an automated car wash on property.

**Budgetary Impact:**

Not Applicable

**Additional Reports Attached:**

- Development Agreement between TW Macon, LLC and the City of Raytown

**A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RAYTOWN AND TW MACON, LLC RELATING TO PUBLIC IMPROVEMENTS WITHIN THE CITY AND STATE EASEMENTS OR RIGHTS-OF-WAY AROUND 10001 EAST 350 HIGHWAY**

**WHEREAS**, the Developer, subject to the terms as described in Exhibit "A", attached hereto, is willing to construct public improvements within the City and State easements or rights-of-way around 10001 East. 350 Highway; and

**WHEREAS**, the City desires that the Developer contribute to the completion of improvements as described in Exhibit "A".

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**THAT** a development agreement by and between the City of Raytown and TW Macon, LLC. in substantially the same form as attached hereto in Exhibit "A" and incorporated herein, is hereby approved; and

**FURTHER THAT** the City Administrator is hereby authorized to execute any and all documents necessary and to take any and all actions necessary to effectuate the terms of the Agreement.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 7<sup>th</sup> day of November, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

Approved as to Form:

\_\_\_\_\_  
Joe Willerth, City Attorney

**EXHIBIT A**  
(Development Agreement)

**Development Agreement  
by and between  
the City of Raytown, Missouri and  
TW Macon, LLC**

**THIS AGREEMENT** (“Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the City of Raytown, Missouri, (“City”) a municipal corporation of the fourth class and political subdivision of the State of Missouri, and TW Macon, LLC (“Developer”), a Georgia limited liability company. The City and Developer may be referred to collectively as the “Parties” and individual as “Party.”

**WHEREAS**, Developer seeks to locate an automated car wash on property located at the intersection of Raytown Road, 350 Highway, and 75<sup>th</sup> Street, legally described in **Exhibit A** (the “Property”); and

**WHEREAS**, the Property is located within the boundaries of the Raytown Live Tax Increment Financing Plan (the "TIF Plan") and subject to the provisions of the redevelopment agreement related there (the "Redevelopment Agreement"); and

**WHEREAS**, the TIF Plan and the Redevelopment Agreement allow for the operation of a car wash on the Property, subject to the reasonable approval of the City; and

**WHEREAS**, by approving this Agreement, City hereby approves the operation of an automated car wash on the Property, subject to the terms and provisions of Ordinance No. \_\_\_\_\_ approving the conditional use permit for such operation on the Property; and

**WHEREAS**, the location and operation of an automated car wash on the Property is enhanced by the construction of certain public improvements detailed on **Exhibit C** (the "Public Improvements") to ensure accessibility to the Property and the convenient flow of traffic to, from, around the Property; and

**WHEREAS**, Developer, subject to the terms of this Agreement, is willing to construct the Public Improvements; and

**WHEREAS**, the Parties desire to set forth their obligations and duties regarding the construction of the Public Improvements.

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

**Section 1. Construction of Public Improvements.** Prior to the issuance of a final certificate of occupancy by the City, Developer hereby agrees to construct or cause to be constructed the Public

Improvements, which the Parties agree are necessary and reasonably related to the impact of the proposed development of the Property, in the following order of priority:

A. Gateway Sign Easement. Developer shall grant to the City a permanent 10 ft. by 10 ft. sign easement in the location as depicted on **Exhibit B** for the installation by the City of a gateway monument sign (the "Gateway Sign Easement").

B. 75<sup>th</sup> Street Improvements.

1. 75<sup>th</sup> Street Improvements. Unless Developer provides a traffic study (the "Traffic Study") and reaches an agreement with the City's Public Works Department that the proposed project's additional traffic, along with current traffic traveling to and from Freddy's and I-HOP, will not cause an increase in traffic congestion along northbound Raytown Road at the intersection with 75<sup>th</sup> Street private drive, Developer will be required to construct the following improvements:

- i. Widen 75<sup>th</sup> Street and construct a center turn lane between Raytown Road and the east side of Tidal Wave's private driveway.
- ii. Construct 2' CG-1 curb and gutter on northside of 75<sup>th</sup> Street private drive. The construction of the 2' CG-1 curb and gutter are required whether 75th Street private drive is widened or not. Mill and overlay will be required for the entire three lanes of the widened portion of 75th Street private drive.
- iii. Install pavement markings, erosion control, traffic control for any construction along 75<sup>th</sup> Street private drive. The relocation of utilities as may be required to accommodate the expansion of that portion of 75<sup>th</sup> Street.

2. Alternate 75<sup>th</sup> Street Improvements. If the City's Public Works Department agrees with the Traffic Study's findings and determines that Developer will not be required to widen 75<sup>th</sup> Street, Developer will construct the following improvements along 75<sup>th</sup> Street:

- i. Construct 2' CG-1 curb and gutter on northside of 75<sup>th</sup> Street private drive. The construction of the 2' CG-1 curb and gutter are required whether 75th Street private drive is widened or not. Mill and overlay will be required for that portion of 75th Street private drive between Raytown Road and the previously improved portion of 75th Street which terminates on the western side of the driveway into IHOP and Freddy's, if widening is not required by the City.

- ii. Install of pavement markings, erosion control, traffic control for any construction along 75<sup>th</sup> Street private drive. The relocation of utilities, if necessary.

C. Curb and Gutter

1. Raytown Road Improvements.

Remove and replace 2' CG-1 curb and gutter, remove existing driveways, install a curb inlet for storm water, along the east side of Raytown Road, contiguous to Developer's property, as well as traffic control, utility relocation (as may be required), and erosion control.

2. Highway 350 Improvements.

Remove and replace 3' CG-1 curb and gutter and paved shoulder along westbound 350 Highway between 75<sup>th</sup> Street and southeast corner of Raytown Road and 350 Highway. The 3' CG- I curbing, install a curb inlet for stormwater, as well as traffic control, utility relocation (as may be required), and erosion control.

D. Raytown Road Sidewalk Improvements.

- i. Construct 8' sidewalk on the east side of Raytown Road between 75<sup>th</sup> Street private drive and southeast corner of the intersection of westbound 350 Highway and Raytown Road. If the sidewalk crosses onto the Property, the Developer shall grant a public access easement to allow public access over those portions of the sidewalk.

- ii. Construct an ADA compliant ramp at the corner of Raytown Road and Hwy 350.

E. Installation of sod within the Right-of-way without vegetation due to construction activities.

F. Highway 350 Sidewalk Improvements.

- i. Construct 5' sidewalk on south side of westbound 350 Highway between 75<sup>th</sup> Street private drive and southeast corner of the intersection of westbound 350 Highway and Raytown Road. If the sidewalk crosses onto the Property, the Developer shall grant a public access easement to public access over those portions of the sidewalk.

- ii. Construct an ADA compliant ramp at the corner of Hwy 350 and 75<sup>th</sup> Street.

- G. Construct a gateway monument sign within the Gateway Sign Easement pursuant to the designs and plans provided by the City.

**Section 2. Bids for Construction.** Prior to constructing the Public Improvements, the Developer agrees to submit three (3) bids for construction of the Public Improvements to the City for the City's review.

**Section 3. Cost of Public Improvements.** Notwithstanding anything contained herein to the contrary, Developer's obligation to construct the Public Improvements shall not exceed \$150,000 (the "Construction Cap"). In other words, Developer shall only be obligated to construct one hundred fifty thousand dollars (\$150,000.00) worth of the Public Improvements described in **Section 1** and detailed on **Exhibit C**. Should Developer be able to construct all of the Public Improvements for a total amount less than the Construction Cap, Developer shall pay to the City the difference between the cost incurred by Developer in the construction of the Public Improvements and the Construction Cap to offset the increase costs to the City due to the development of the Property. Said payment to be made contemporaneously with City's issuance of a final certificate of occupancy for all building(s) constructed on the Property.

**Section 4. Certification of Construction Costs.** Upon completion of the construction of the Public Improvements, the Developer shall provide to the City a certificate verified by Developer's engineer or architect setting forth the total cost incurred by Developer in constructing the Public Improvements or portions thereof (the "Cost Certification"). Such Cost Certification shall include proof of payment for the Public Improvements built and lien waivers from all contractors performing work on the Public Improvements built. Calculation of amounts spent by Developer to construct the Public Improvements shall include those expenses related to the actual construction of the Public Improvements, design of the MoDOT portion of the Public Improvements and any permitting costs associated with the Public Improvements with the City or with MoDOT.

**Section 5. Coordination of Construction.** Developer agrees that it is responsible for coordinating all aspects of construction of the Public Improvements with the City and any other governmental entity to ensure safe and proper traffic flows and controls are maintained at all times, such coordination includes the Developer's obligation to obtain all required permits and compliance with all other applicable requirements of the City or any other governmental entity.

**Section 6. Progress Reports.** In order to prioritize and efficiently complete construction of all or portions of the Public Improvements, at such time as Developer has incurred \$100,000 in costs related to the Public Improvements, Developer shall notify the City of such occurrence and provide the City with a report on the Public Improvements completed and costs incurred related thereto. Upon receipt and the City's review of such report, the City and the Developer shall mutually agree upon the necessity of the continued construction of the Public Improvements or the payment to the City by the Developer in accordance with **Section 3** in lieu of construction of the Public Improvements. The City reserves the right to periodically inspect the Developer's progress on the construction of the Public Improvements.

**Section 7. Issuance of Public Permits.** The Parties agree that no building permit for any building or structure located on the Property will be issued until the City has reviewed and approved engineering plans for the construction of the Public Improvements set out in Section 1.A, 1.B and 1.C above.

**Section 8. Issuance of Certificate of Occupancy.** The Parties agree that no final certificate of occupancy for any building or structure located on the Property will be issued until the Developer has substantially completed the construction of the Public Improvements described in **Section 1** that can be completed with the Construction Cap. If the Developer has completed construction of the Public Improvements where construction cost equals or exceeds the Construction Cap, a certificate of occupancy for any building located on the Property may be issued upon the Developer providing the City with the Cost Certification and the building otherwise meeting all other City requirements for the issuance of a certificate of occupancy.

**Section 9. Waiver and Prior Approval.** The Parties agree that the execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which Developer must comply and does not in any way constitute prior approval of any future proposal for development.

**Section 10. Entire Agreement.** This Agreement shall constitute the complete agreement between the Parties and any modification hereof shall be in writing, subject to the approval of the Parties.

**Section 11. Severability.** Any provision of this Agreement which is deemed illegal, invalid, or enforceable by a court of competent jurisdiction will be severed herefrom, and the remaining provision shall be enforced to the fullest extent permitted by law.

**Section 12. Authority.** The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by the Board of Aldermen of the City of Raytown, Missouri.

**Section 13. Compliance with Laws.** Developer shall comply with all applicable laws, ordinances, and codes of the State of Missouri, the City, and any other appropriate governmental entity.

**Section 14. Notices.** Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered in dispatched by certified United States First Class Mail, postage prepaid, or delivered personally.

To the City:

City of Raytown, Missouri  
10000 E. 59<sup>th</sup> Street  
Raytown, Missouri 64133

ATTN: Economic Development Administrator

To the Developer:

TW Macon, LLC  
124 Thompson Street  
Thomaston, Georgia 30286

With a copy to:

Aaron G. March, Esq.  
White Goss, a Professional Corporation  
4510 Belleview, Suite 300  
Kansas City, MO 64111

**Section 15. Indemnification.** Developer hereby agrees to indemnify and hold harmless the City and its past, present and future employees, officers and agents from any and all claims arising from the construction process by the Developer or its contractors of the Public Improvements desired in this Agreement.

**Section 16. Choice of Law.** This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri.

**Section 17. Condition Precedent.** Developer's obligations under this Agreement are specifically conditioned upon Developer, or a related party, taking title to the Property. This Agreement shall terminate and become null and void if Developer has not closed on the Property by April 30, 2018.

**Section 18. Recording.** The Developer shall have an executed original of this Agreement recorded with the Jackson County, Missouri Recorder of Deeds. A copy of this Agreement showing said recording shall be furnished by the Developer to the City before building permits are issued.

*(Remainder of page intentionally left blank. Signature page to follow.)*

**IN WITNESS WHEREOF**, the Parties hereunto have executed this Agreement on the day and year first written above.

CITY OF RAYTOWN, MISSOURI

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

TW MACON, LLC

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

**Exhibit A**  
**Legal Description of the Property**

Raytown Wash LLC Property

All that part of Lot 5, SUBDIVISION OF T.W. GREENE HOMESTEAD, a subdivision of land in Raytown, Jackson County, Missouri, as shown on the recorded plat thereof on file and of record in the Office of the Recorder of Deeds at Independence, described as follows: Beginning at a point on the Easterly right-of-way line of Raytown Road, as now established, said point also being 10.00 feet North of the North right-of-way of 75th Street, as now established; thence Northeasterly, a distance of 47.93 feet to a point 60.00 feet East of the West line of said Section and 79.00 feet North of the South line of said Section; thence East and parallel with the South line of said Section, a distance of 100.00 feet to a point 79.00 feet North of the South line of said Section; thence Northeasterly, a distance of 82.92 feet, more or less, to a point on the Southwesterly right-of-way line of Highway 350 (formerly Highway No. 50), as now established; thence Southeasterly and at right angles to the last described course and along said Southwesterly right-of-way line of Highway No. 350, a distance of 178.76 feet to the point of intersection of the North right-of-way line of said 75th Street with the Southwesterly right-of-way line of Highway No. 350; thence West and along said North right-of-way line, a distance of 308.28 feet to a point of intersection with the Easterly right-of-way line of said Raytown Road; thence North along said Easterly right-of-way line of Raytown Road, a distance of 10.00 feet to the point of beginning.

LESS AND EXCEPT all that part thereof platted as Lot 2 and Tracts A and B, RAYTOWN CROSSING EAST – SECOND PLAT.

Raytown 350 Inv Group LLC Property

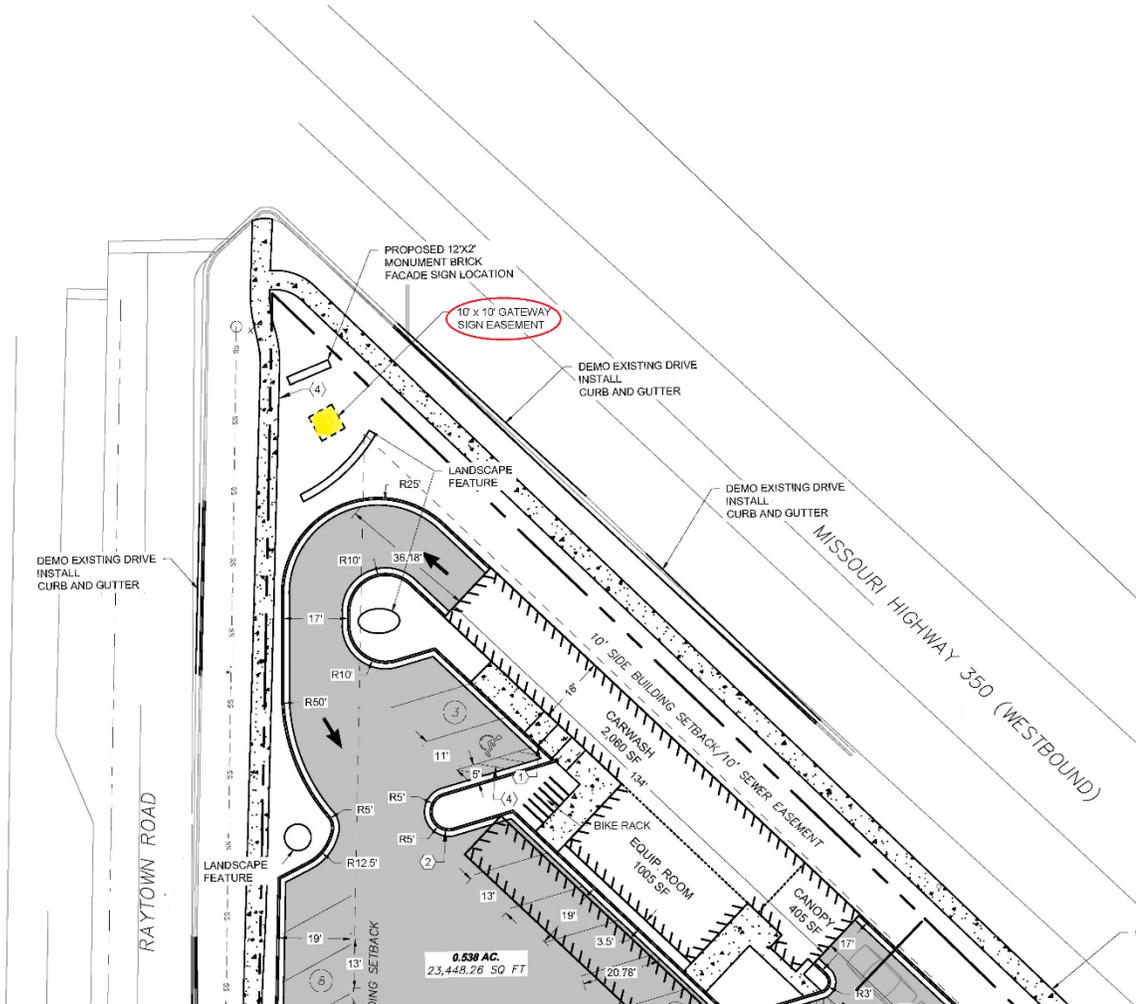
All that part of Lot 5, SUBDIVISION OF T.W. GREENE HOMESTEAD, a subdivision of land in Raytown, Jackson County, Missouri, as shown on the recorded plat thereof on file and of record in the Office of the Recorder of Deeds at Independence, described as follows: Beginning at a point on the Easterly right-of-way line of Raytown Road, as now established, said point also being 10.00 feet North of the North right-of-way of 75th Street, as now established; thence Northeasterly, a distance of 47.93 feet to a point 60.00 feet East of the West line of said Section and 79.00 feet North of the South line of said Section; thence East and parallel with the South line of said Section, a distance of 100.00 feet to a point 79.00 feet North of the South line of said Section; thence Northeasterly, a distance of 82.92 feet, more or less, to a point on the Southwesterly right-of-way of Highway 350 (formerly Highway No. 50), as now established; thence Northwesterly and at right angles to the last described course and along said Southwesterly right-of-way line of Highway No. 350, a distance of 236.62 feet to the point of intersection of said Easterly right-of-way of Raytown Road with said Southwesterly right-of-way line of Highway No. 350; thence South along said Easterly right-of-way of Raytown Road, a distance of 271.43 feet to the point of beginning.

Raytown Auto Developers LLC Property

Tract B, RAYTOWN CROSSING EAST – SECOND PLAT.

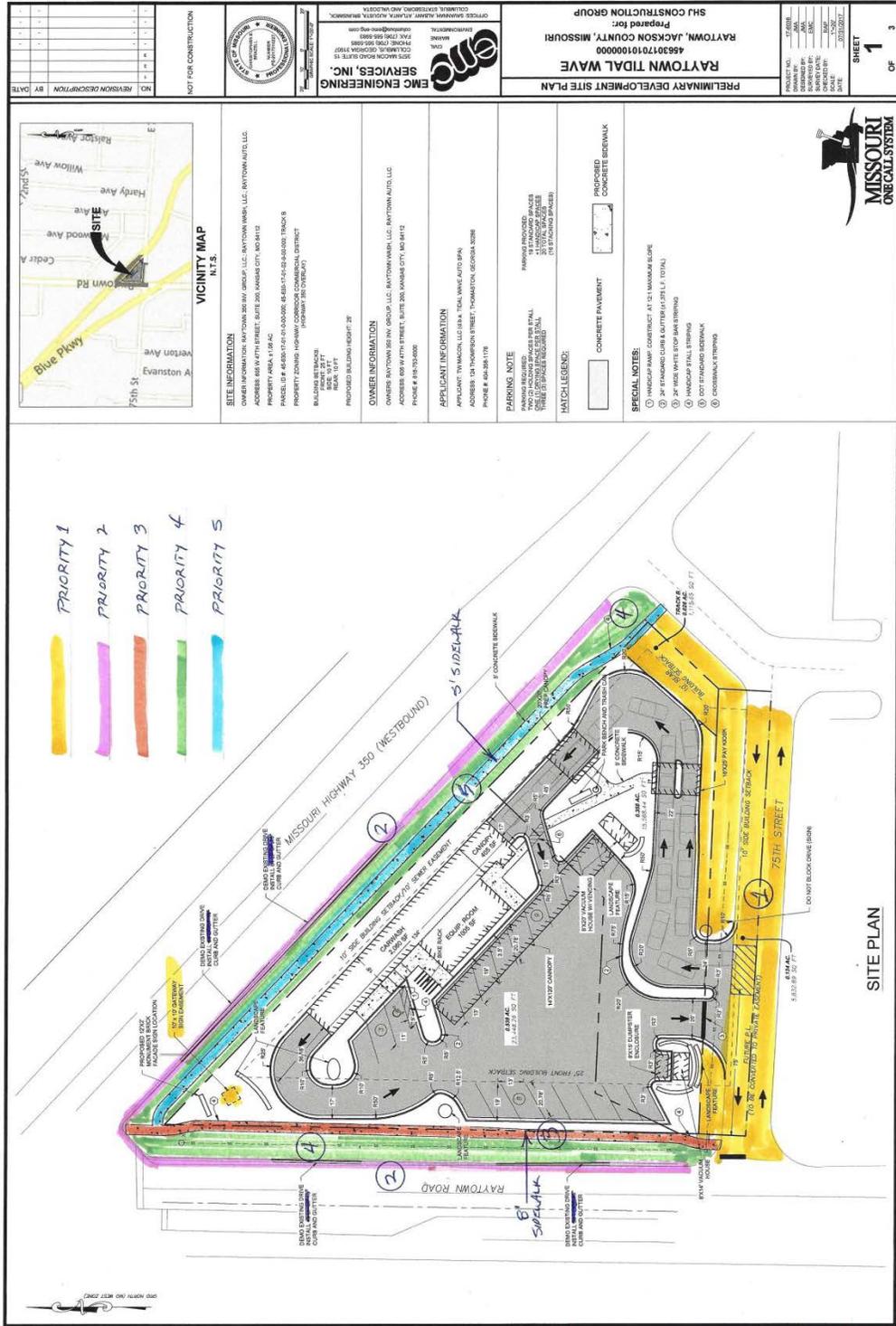
# Exhibit B

## Gateway Sign Easement



# Exhibit C

## Public Improvements Site Plan



**CITY OF RAYTOWN**  
**Request for Board Action**

**Date: November 2, 2017**  
**To: Mayor and Board of Aldermen**  
**From: Alderman Mark Moore**  
**Alderman Bonnaye Mims**  
**Alderman Bill Van Buskirk**

**Bill No. 6450-17**  
**Section No.: IV-C-7**

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**Action Requested:** Approval of an amendment to Section 26-21 of the Raytown Municipal Code regarding the Police Department.

**Recommendation:** Approve the amendment.

**Analysis:** The Current Code of Ordinances state that "Recognizing the need for adequate supervision of the Police Department, the Chief of Police shall act as administrative officer of said Police Department".

The added language to the attached amended ordinance is not intended to interfere with the ability of the Chief of Police to manage the day-to-day operation of the department; however, it is intended to improve efficiency and be consist with oversight of other City departments.

This will clarify the City Administrator shall be the administrative officer charged with the supervision of the operation of all departments as stated in Chapter 2, Article III, Division 2, Section 2-130 (a), *Administrative Office. The city administrator shall be the chief administrative assistant to the mayor and such shall be the administrative officer of the city government which shall coordinate and generally supervise the operation of all departments of the City.*

Additionally, in the recently adopted City of Raytown Personnel Manual, the City Administrator is charged with the Administration of the Manual; however, Section 26-21 is in conflict with that Board of Aldermen directive.

**AN ORDINANCE AMENDING CHAPTER 26, LAW ENFORCEMENT; ARTICLE II, POLICE DEPARTMENT, SECTION 26-21, RELATING TO THE ADMINISTRATIVE OFFICER OF POLICE DEPARTMENT**

**WHEREAS**, the Board of Aldermen have determined as provided herein that it would be in the best interest of the health, safety and welfare of the citizens of Raytown to amend the Code of Ordinances for the City of Raytown.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**SECTION 1 – AMENDMENT OF CHAPTER 26 ARTICLE II, SECTION 26-21 OF THE CITY CODE.** Section 26-21 of the City Code is hereby amended to read as follows:

**ARTICLE II. POLICE DEPARTMENT**

**Section 26-21. Administrative officer of police department.**

- (a) *Designation.* Recognizing the need for adequate supervision of the Police Department, the Chief of Police shall act as administrative officer of said Police Department **subject to review by the City Administrator and approval by the Board of Aldermen.**
- (b) *Duties, authority.*
- (1) *Management and Control.* The general management and control of the Police Department is vested in the Chief of Police, who shall be responsible for the government, efficiency, discipline and general good conduct of said department. He shall be responsible for the training, assignment and reassignment of all police personnel.
- (2) *Duty to preserve peace.* It shall be the duty of the Chief of Police to cause the public peace to be preserved and enforce all laws and ordinances of the City of which the Police Department must take cognizance; and whenever any violation thereof shall come to his knowledge, he shall cause the requisite complaint to be made and procure the evidence for successful prosecution of the offender or offenders.
- (3) *Members, suspension and removal.* The Chief of Police shall have the authority to take all appropriate disciplinary action with regard to the employees of the department, subject to the rights granted employees **in the City of Raytown Personnel Manual.**
- (4) *Appointments and promotions.* The Chief of Police shall make all appointments in the department in accordance with the rules and regulations governing departmental employees **and as provided in the City of Raytown Personnel Manual.**
- (5) *Departmental property.* The Chief of Police shall have the custody, control and responsibility for machines, tools, implements, vehicles, apparatus or equipment of every kind necessary for use in the department and all public property pertaining to and connected therewith and belonging thereto **as provided in the City of Raytown Personnel Manual.**
- (6) *Absence or disability.* In the case of absence of the Chief of Police from the City or in case of his inability to act, then such person as shall be named acting Chief of Police shall perform all the duties of the Chief of Police. An acting Chief of Police shall be particularly careful to carry out all the orders and directives of the Chief of Police, previously given. Such orders shall not, except in cases of extreme emergency, be countermanded or set aside and, when such action is taken, he shall report in writing to the Chief of Police his reasons in each instance.

- (7) *Discharge of probationers.* Probationary employees in the Police Department may be discharged by the Chief of Police at any time during their probationary period when they fail to meet departmental requirements, **as provided in the City of Raytown Personnel Manual.**
- (8) *Annual report.* The Chief of Police shall file an annual report of all activities of the police department with the Mayor **and Board of Aldermen** on or before such annual date as may be designated by the Board of Aldermen.
- (9) *Chain of command.* The chain of command from the Mayor and Board of Aldermen **to the City Administrator** to Chief of Police and down the line of authority shall be preserved in order to maintain principles of good administration. Ranks shall not be bypassed.
- (10) *Civilian auxiliary.* The Chief of Police is authorized to establish a civilian auxiliary within the Police Department, composed of civilian volunteers, to provide clerical and administrative assistance to said department, all in accordance with the attached proposal which is by this reference made a part hereof.

**SECTION 2 – REPEAL OF ORDINANCES IN CONFLICT.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3 – SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**SECTION 4 – EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED** and **APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this \_\_\_\_day of November, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

Approved as to Form

\_\_\_\_\_  
Teresa Henry, City Clerk

\_\_\_\_\_  
Joe Willerth, City Attorney

## DIVISION 2. - CITY ADMINISTRATOR

### Sec. 2-124. - Office of city administrator established.

There is hereby created and established the office of city administrator for the city.

(Code 1969, § 2-150; Ord. No. 4014-94, § 1, 7-19-1994)

### Sec. 2-125. - Appointment and tenure.

A qualified person shall be appointed city administrator for the city by the mayor. Such appointment shall be approved by a majority of the board of aldermen. The person so appointed shall serve at the pleasure of the board, for an indefinite term. The person appointed to the office of city administrator shall become a resident of and reside within the city limits within six months of appointment. The residency requirement may be waived by a majority vote of the board of aldermen.

(Code 1969, § 2-151; Ord. No. 4014-94, § 1, 7-19-1994; Ord. No. 5558-16, § 1, 11-1-2016)

### Sec. 2-126. - Qualifications.

The person appointed to the office of city administrator shall be at least 25 years of age; and shall be a graduate of an accredited university or college, majoring in public or municipal administration or shall have the equivalent qualifications and experience in financial, administration and/or public relations fields.

(Code 1969, § 2-152; Ord. No. 4014-94, § 1, 7-19-1994; Ord. No. 5558-16, § 1, 11-1-2016)

### Sec. 2-127. - Bond.

The city administrator, before entering upon the duties of his office, shall file with the city a bond in the amount of \$50,000.00; such bond shall be approved by the board of aldermen and such bond shall insure the city for the faithful and honest performance of the duties of the city and for rendering a full and proper account to the city for funds and property which shall come into the possession or control of the city administrator. The cost of such bond shall be paid by the city; however, should the city administrator be covered by a blanket bond to the same extent, such individual bond shall not be required.

(Code 1969, § 2-153; Ord. No. 4014-94, § 1, 7-19-1994)

### Sec. 2-128. - Compensation.

The city administrator shall receive such compensation as may be determined from time to time by the board of aldermen and such compensation shall be payable semi-monthly.

(Code 1969, § 2-154; Ord. No. 4014-94, § 1, 7-19-1994)

### Sec. 2-129. - Removal of city administrator.

The city administrator shall serve at the pleasure of the board of aldermen. The mayor, with the consent of a majority of the board of aldermen, may remove the city administrator from office at will, and such city administrator may also be removed by a two-thirds vote of the board of aldermen independently of the mayor's approval or disapproval.

(Code 1969, § 2-155; Ord. No. 4014-94, § 1, 7-19-1994)

### Sec. 2-130. - Duties.

- (a) **Administrative office.** The city administrator shall be the chief administrative assistant to the mayor and such shall be the administrative officer of the city government. Except as otherwise specified by ordinance or by the law of the state, the city administrator shall coordinate and generally supervise the operation of all departments of the city.
- (b) **Purchasing.** The city administrator shall have purchasing authority as provided in the purchasing policy approved by the board of aldermen and on file in the office of the city clerk.
- (c) **Budget.** The city administrator shall be the budget officer of the city, in accordance with state law, and shall assemble estimates of the financial needs and resources of the city for each ensuing year and shall prepare a program of activities within the financial power of the city, embodying in it a budget document with proper supporting schedules and an analysis to be proposed to the mayor and board of aldermen for their final approval.
- (d) **Financial reports.** The city administrator shall make monthly reports to the mayor and board of aldermen relative to the financial condition of the

city. Such reports shall show the financial condition of the city in relation to the budget.

- (e) *Annual report.* The city administrator shall prepare and present to the mayor and board of aldermen an annual report of the city's affairs, including in such report a summary of reports of department heads and such other reports as the mayor and board of aldermen may require.
- (f) *Personnel system.* The city administrator shall act as the personnel officer of the city and shall recommend an appropriate position classification system and pay plan to the mayor and board of aldermen. The city administrator, after consultation with department heads, shall approve advancements and appropriate pay increases within the approved pay plans and position classification system. The city administrator shall have the power to appoint and remove (in accordance with personnel system regulations approved by the board of aldermen) all subordinate employees of the city. The city administrator shall make recommendations of appointment and removal of department heads.
- (g) *Policy formulation.* The city administrator shall recommend to the mayor and board of aldermen adoption of such measures as he may deem necessary or expedient for the health, safety, or welfare of the city or for the improvement of administrative services for the city.
- (h) *Board of aldermen agenda.* The city administrator shall submit to the mayor and board of aldermen a proposed agenda for each council meeting at least 48 hours before the time of the regular council meeting.
- (i) *Boards and committees.* The city administrator shall work with all city boards and committees to help coordinate the work of each.
- (j) *Attend board of aldermen meetings.* The city administrator shall attend all meetings of the board of aldermen.
- (k) *Bid specifications.* The city administrator shall supervise preparation of all bid specifications for services and equipment, and receive sealed bids for presentation to the board of aldermen.
- (l) *State and federal aid program.* The city administrator shall coordinate federal and state programs which may have application to the city.
- (m) *Conference attendance.* The city administrator shall attend state and regional conferences and programs applicable to his office, and the business of the city, whenever such attendance is directed and approved by the board of aldermen and mayor.
- (n) *Press release.* The city administrator shall be responsible for keeping the public informed in the purposes and methods of city government through all available news media.
- (o) *Recordkeeping.* The city administrator shall keep full and accurate records of all actions taken by him in the course of his duties, and he shall safely and properly keep all records and papers belonging to the city and entrusted to his care; except as otherwise provided by law, all such records shall be and remain the property of the city and be open to inspection by the mayor and board of aldermen.

(Code 1969, § 2-156; Ord. No. 4014-94, § 1, 7-19-1994)

Sec. 2-131. - Powers.

- (a) *City property.* The city administrator shall have responsibility for all real and personal property of the city subject to his authority. He shall have the responsibility for all inventories of such property and for the upkeep of all such property. Personal property may be sold by the city administrator only with approval of the board of aldermen. Real property may be sold only with approval of the board of aldermen by resolution or ordinance.
- (b) *Set administrative policies.* The city administrator shall have the power to prescribe such rules and regulations as he shall deem necessary or expedient for the conduct of administrative agencies subject to his authority, and he shall have the power to revoke, suspend, or amend any rule or regulation of the administrative service except those prescribed by the board of aldermen.
- (c) *Coordinate departments.* The city administrator shall have the power to coordinate the work of all the departments of the city, and, at all times of an emergency, shall have authority to assign the employees of the city to any department where they are needed for the most effective discharge of the functions of city government.
- (d) *Investigate and report.* The city administrator shall have the power to investigate and to examine or inquire into the affairs or operation of any department of the city under his jurisdiction, and shall report on any condition or fact concerning the city government requested by the mayor or board of aldermen.
- (e) *Coordinate officials.* The city administrator shall have the power to overrule any action taken by a department head subject to his authority, and may supersede him in the functions of his office.
- (f) *Appear before the board of aldermen.* The city administrator shall have the power to appear before and address the board of aldermen at any meeting.
- (g) *Action by mayor and board of aldermen to prevail.* At no time shall the duties or powers of the city administrator supersede the action by the mayor and board of aldermen.
- (h) *Authority to name an acting city administrator.* The city administrator is hereby granted authority to delegate his duties and powers to an acting city administrator, named by the city administrator, for a period not to exceed ten consecutive working days, upon prior written notification of same to the mayor and the board of aldermen.

(Code 1969, § 2-157; Ord. No. 4014-94, § 1, 7-19-1994; Ord. No. 4077-95, § 1, 6-20-1995)

Secs. 2-132—2-160. - Reserved.

The City will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the City's overall financial resources and organization, and the accommodation's impact on the operation of the City, including its impact on the ability of other employees to perform their duties and on the City's ability to conduct business.

The City will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision to the Board of Aldermen by submitting a written request within ten (10) business days of the decision explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The law does not require the City to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs).

An employee or job applicant who has questions regarding this policy or believes that he has been discriminated against based on a disability should notify the Human Resource Manager or the City Administrator. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

#### **1-5. Manual Authorized.**

The personnel policies and procedures shall be established and implemented as per City Code Section 2-105, through the adoption of a personnel manual.

#### **1-6. Responsibility for Administration of Manual.**

Except as otherwise specifically provided by this Manual, other ordinance of the City, or other applicable law, the City Administrator shall be charged with the responsibility for the administration of this Manual.

#### **1-7. Procedures not in Derogation of Statutes.**

Nothing contained in this Manual shall be construed as an infringement of the rights of the Mayor, Board of Aldermen or other elected official as granted by the Revised Statutes of Missouri, nor shall the same be deemed to grant to any employee a property right in his employment, a right to judicial review of any personnel practice or impair the employment at-will status of any employee.

#### **1-8. Savings Clause.**

If any article, division, section, subsection, sentence, clause or phrase of this Manual is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Manual.

#### **1-9. Construction of Manual.**

This Manual shall be construed so as to obtain fairness and substantial justice. No technical violation of a provision of this Manual shall impair the rights of any employee, supervisor, or the City, in the absence of a showing of prejudice to such party.

## **Teresa Henry**

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**From:** Alderman Mark Moore  
**Sent:** Monday, October 2, 2017 1:05 PM  
**To:** Teresa Henry  
**Cc:** Alderman Jason Greene; Alderman Karen Black; Alderman Ryan Myers; Alderman bonnnaye mims; Alderman Frank Hunt; Alderman Eric Teeman; Alderman Bill Van\_Buskirk; Alderman Steve Meyers; Alderman Jim Aziere  
**Subject:** Requested information

Teresa

Thanks for the info I requested regarding Ordinance 101 and Ordinance 2481-82 along with the opinion that was received from the City Attorney.

If possible I would like to have tomorrow evenings agenda amended to add an ordinance amending Ordinance 2481-82 that relates to Chapter 26 Law Enforcement, Article II, Police Department, Section 21 to add wording necessary and approved by our City Attorney authorizing the management and control of the Police Department to be subject to overall review and approval by the Board of Alderman and amended where necessary.

Thanks Teresa

Mark Moore  
Alderman Ward 3

Mark Moore Alderman Ward 3  
Raytown Missouri

## **Teresa Henry**

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**From:** Alderman Mark Moore  
**Sent:** Wednesday, October 25, 2017 2:12 PM  
**To:** Teresa Henry  
**Subject:** Amendment

Teresa

Bill No. 6450-17. Section 26-21 of the Raytown Municipal Code regarding the Police Department.

Bonnaye and I talked about the proper chain of command and that the bill should state "Reviewed by the City Administrator and approved by the Board of Alderman".

Would you please verify /change if needed with our legal counsel and let us know if this will be OK.

Thanks Teresa  
Mark Moore  
Alderman Ward3

Mark Moore Alderman Ward 3  
Raytown Missouri

**KAPKE & WILLERTH L.L.C.**  
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\*ALSO ADMITTED IN KANSAS

October 2, 2017

Tom Cole  
City Administrator  
City of Raytown  
10000 E. 59<sup>th</sup> Street  
Raytown, MO 64133

Re: Raytown Police Department

Dear Tom:

Pursuant to your request, we have reviewed the history and codification of the Police Department in the City of Raytown.

We find that the Chief of Police/City Marshall is an elected position that would include statutory powers set forth in state law.

The Raytown Police Department is organized and regulated by Ordinance. The current Ordinance (2341-82) delegates authority to the elected Chief of Police. Although there could be an implication of ultimate reservation of authority in the Board of Aldermen, no such reservation is specifically set out in the Ordinance.

The current Ordinance is subject to modification repeal or replacement by the Board of Aldermen under the regular ordinance process.

If you have questions or need additional information, please contact me.

Very truly yours,

KAPKE & WILLERTH L.L.C.



George E. Kapke

GEK:dkg

Chapter 26

**LAW ENFORCEMENT\***

**Article I. In General**

Secs. 26-1—26-18. Reserved.

**Article II. Police Department**

- Sec. 26-19. Establishment of department.
- Sec. 26-20. Compensation of chief of police.
- Sec. 26-21. Administrative officer of police department.
- Sec. 26-22. Authority of chief of police to provide assistance to other authorities upon request.
- Sec. 26-23. Applicants for employment to pass standard qualifications and testing, be recommended for appointment.
- Sec. 26-24. Participation in certain employee organizations by supervisory personnel prohibited.
- Secs. 26-25—26-51. Reserved.

**Article III. Police Pension Plan**

- Sec. 26-52. Establishment, purpose of fund.
- Sec. 26-53. Designation of fund.
- Sec. 26-54. Terms and conditions.

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**\*State law references**—Military affairs and police generally, RSMo 40.005 et seq.; peace officers, RSMo 590.010 et seq.; arrest records, RSMo 610.100 et seq.; law enforcement agency records, RSMo 610.200; confidentiality of 911 reports, RSMo 610.150; appointment of men and women to city police forces, RSMo 71.200; erection and maintenance of city courthouses and jails, RSMo 71.300; establishment and maintenance of city jail in special charter cities with populations of less than 10,000, RSMo 81.090; City police and fire departments generally, RSMo 85.005 et seq.; police relief and pension systems, RSMo 86.010 et seq.; police administration of traffic rules, RSMo 300.015; authority of police and fire department officials with regard to traffic, RSMo 300.075; obedience to police and fire department officials required, RSMo 300.080.

**ARTICLE I. IN GENERAL**

**Secs. 26-1—26-18. Reserved.**

**ARTICLE II. POLICE DEPARTMENT****Sec. 26-19. Establishment of department.**

In accordance with the provisions of RSMo 85.620, there shall be and is hereby established the city police department.

(Code 1969, § 19-1; Ord. No. 101, 3-7-1967)

**Sec. 26-20. Compensation of chief of police.**

The office of chief of police shall be compensated at the rate fixed and established by ordinance.  
(Code 1969, § 19-3)

**Sec. 26-21. Administrative officer of police department.**

(a) *Designation.* Recognizing the need for adequate supervision of the police department, the chief of police shall act as administrative officer of said police department.

(b) *Duties, authority.*

- (1) *Management and control.* The general management and control of the police department is vested in the chief of police, who shall be responsible for the government, efficiency, discipline and general good conduct of said department. He shall be responsible for the training, assignment and reassignment of all police personnel.
- (2) *Duty to preserve peace.* It shall be the duty of the chief of police to cause the public peace to be preserved and enforce all laws and ordinances of the city of which the police department must take cognizance; and whenever any violation thereof shall come to his knowledge, he shall cause the requisite complaint to be made and procure the evidence for successful prosecution of the offender or offenders.
- (3) *Members, suspension and removal.* The chief of police shall have the authority to take all appropriate disciplinary action with regard to the employees of the department, subject to the rights granted employees.
- (4) *Appointments and promotions.* The chief of police shall make all appointments in the department in accordance with the rules and regulations governing departmental employees.
- (5) *Departmental property.* The chief of police shall have the custody, control and responsibility for machines, tools, implements, vehicles, apparatus or equipment of every kind necessary for use in the department and all public property pertaining to and connected therewith and belonging thereto.

- (6) *Absence or disability.* In the case of absence of the chief of police from the city or in case of his inability to act, then such person as shall be named acting chief of police shall perform all the duties of the chief of police. An acting chief of police shall be particularly careful to carry out the orders and directives of the chief of police, previously given. Such orders shall not, except in cases of extreme emergency, be countermanded or set aside and, when such action is taken, he shall report in writing to the chief of police his reasons in each instance.
- (7) *Discharge of probationers.* Probationary employees in the police department may be discharged by the chief of police at any time during their probationary period when they fail to meet departmental requirements.
- (8) *Annual report.* The chief of police shall file an annual report of all activities of the police department with the mayor on or before such annual date as may be designated by the board of aldermen.
- (9) *Chain of command.* The chain of command from the mayor and board of aldermen to the chief of police and down the line of authority shall be preserved in order to maintain principles of good administration. Ranks shall not be bypassed.
- (10) *Civilian auxiliary.* The chief of police is authorized to establish a civilian auxiliary within the police department, composed of civilian volunteers, to provide clerical and administrative assistance to said department, all in accordance with the attached proposal which is by this reference made a part hereof.

(Code 1969, § 19-4; Ord. No. 2341-81, § 3, 1-5-1982; Ord. No. 2784-85, § 1, 4-16-1985)

**State law reference**—Appointment, powers of arrest of police, RSMo 85.030 et seq.

**Sec. 26-22. Authority of chief of police to provide assistance to other authorities upon request.**

In the event of a natural disaster, acts of God, riot, or public disturbance, or other emergency, the chief of police, upon request for assistance by the appropriate authorities of other counties or municipalities of the state, is hereby authorized and approved to provide assistance to such county or municipality as is necessary to protect and promote the health, safety and welfare of the citizens of the city.

(Code 1969, § 19-5; Ord. No. 1561-77, § 1, 8-2-1977; Ord. No. 2341-81, § 4, 1-5-1982)

**Sec. 26-23. Applicants for employment to pass standard qualifications and testing, be recommended for appointment.**

All applicants for employment by the police department shall first meet and pass the standard qualifications and testing prescribed for such applicants, and shall be recommended for appointment by the chief of police.

(Code 1969, § 19-6; Ord. No. 101, 3-7-1967)

**Sec. 26-24. Participation in certain employee organizations by supervisory personnel prohibited.**

Supervisory personnel of the police department, including persons holding the rank of sergeant or higher, are prohibited from holding office in or being a member of any union or employee organization that admits to membership the employees they are required to supervise.  
(Code 1969, § 19-8; Ord. No. 2408-82, § 1, 7-6-1982)

**Secs. 26-25—26-51. Reserved.**

**ARTICLE III. POLICE PENSION PLAN\***

**Sec. 26-52. Establishment, purpose of fund.**

The policemen's retirement fund is hereby established by the city, such fund to provide for the retirement of the salaried members of the organized police force of the city, and to provide benefits for the widows, children, or designated beneficiaries of deceased employees of the police department, as provided herein; provided, however, that the rights of any person now on retirement or eligible for any retirement plan under the laws of the state shall not be changed by this article, nor shall the liability of the pension fund to any such.  
(Code 1969, § 19-24; Ord. No. 103, § 1, 11-1-1966)

**Sec. 26-53. Designation of fund.**

The fund created in section 26-52 shall be designated and known as "The Policemen's Retirement Fund."  
(Code 1969, § 19-25; Ord. No. 103, § 2, 11-1-1966)

**Sec. 26-54. Terms and conditions.**

The Policemen's Retirement Fund shall have the terms and conditions as set forth in the pension plan document, including those provisions regarding definitions, eligibility, retirement, termination, disability, and death benefits, benefit limitations, funding, governance, administration, amendment, and effective date, which pension plan document is attached to the ordinance from which this article is derived, incorporated herein, and by this reference made a part of this article.  
(Code 1969, § 19-26; Ord. No. 103, § 2, 11-1-1966; Ord. No. 4026-94, § 1, 9-6-1994; Ord. No. 4600-00, § 1, 4-18-2000)

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\*State law references—Police and firemen's pensions, Const. Art. VI, § 25; police relief and pension systems, RSMo 86.250 et seq.

AN ORDINANCE AMENDING SECTIONS 2-11 THROUGH 2-14, INCLUSIVE, 2-119, 19-4 AND ALL OF CHAPTER 14, RENUMBERING SECTION 19-4.1, AND REPEALING SECTIONS 2-187, 15-34, 15-43, 15-44, 19-5, 19-8, 19-13, 19-14, 19-16 AND 19-27(c) OF THE CODE OF ORDINANCES OF THE CITY OF RAYTOWN, MISSOURI, ALL RELATING TO OFFICERS AND EMPLOYEES OF THE CITY.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

0 (1) That Sections 2-11 through 2-14 of the Code of Ordinances  
1 of the City of Raytown, Missouri, are hereby amended to read as  
2 follows:

3 Sec. 2-11. Use of city-owned property-Responsibility  
4 for care.

5 Any person in the municipal service who shall have  
6 custody or control of city-owned property, shall  
7 be responsible for the care of said property during  
8 the time of its entrusted use.

9 Sec. 2-12. Same-Cost of repair.

0 In the event any property described in section 2-11 be  
1 damaged or lost while in such person's custody or  
2 control, due to the negligence, carelessness or  
3 inattention of such person having the custody or  
4 control thereof, as determined by the office of  
5 the city attorney, the cost of replacement or  
6 repair for such property may be deducted from the  
7 salary or compensation of said person.

8 Sec. 2-13. Same-Hearing and right of appeal.

9 In the event that such person shall be charged with  
0 the cost of replacement or repair as herein provided,  
1 he shall have the right to appeal such decision as  
2 provided in Chapter 14.

3 Sec. 2-14. Same-Discharge of person responsible for  
4 damage.

5 If any person shall, by final determination, be charged  
6 with the cost of replacement or repair of city-owned  
7 property and refuses to abide by such determination, that  
8 person shall be subject to disciplinary action as  
9 provided in Chapter 14.

0 (2) That Section 2-119 of said Code is hereby amended to  
1 read as follows:

2 Sec. 2-119. Appointment.

3 The budget officer of the city shall be appointed by  
4 the mayor with the consent of the majority of the Board  
5 of Aldermen for a one year term or until his successor  
6 is duly appointed. He shall be subject to removal  
7 as provided in Chapter 14.

(3) That Section 19-4 of said Code is hereby amended to read as follows:

Sec. 19-4. Administrative officer of police department.

(a) DESIGNATION.

Recognizing the need for adequate supervision of the police department, the chief of police shall be administrative officer of said police department.

(b) DUTIES, AUTHORITY.

- (1) Management and control. The general management and control of the police department is vested in the chief of police, who shall be responsible for the government, efficiency, discipline and general good conduct of said department. He shall be responsible for the training, assignment and reassignment of all police personnel.
- (2) Duty to preserve peace. It shall be the duty of the chief of police to cause the public peace to be preserved and enforce all laws and ordinances of the City of which the police department must take cognizance; and whenever any violation thereof shall come to his knowledge, he shall cause the requisite complaint to be made and procure the evidence for successful prosecution of the offender or offenders.
- (3) Members, suspension and removal. The chief of police shall have the authority to take all appropriate disciplinary action with regard to the employees of the department, subject to the rights granted employees in Chapter 14.
- (4) Appointments and promotions. The chief of police shall make all appointments in the department in accordance with the rules and regulations governing departmental employees.
- (5) Departmental property. The chief of police shall have the custody, control and responsibility for machines, tools, implements, vehicles, apparatus or equipment of every kind necessary for use in the department and all public property pertaining to and connected therewith and belonging thereto.
- (6) Absence or disability. In the case of absence of the chief of police from the city or in case of his inability to act, then such person as shall be named acting chief of police shall perform all the duties of the chief of police. An acting chief of police shall be particularly careful to carry out the orders and directives of the chief of police, previously given. Such orders shall not, except in cases of extreme emergency, be countermanded or set aside and, when such action is taken, he shall report in writing to the chief of police his reasons in each instance.

(7) Discharge of probationers. Probationary employees in the police department may be discharged by the chief of police at any time during their probationary period when they fail to meet departmental requirements, as provided in Chapter 14 of the Code of Ordinances.

(8) Annual report. The chief of police shall file an annual report of all activities of the police department with the mayor on or before such annual date as may be designated by the Board of Aldermen.

0 (9) Chain of command. The chain of command from  
1 the mayor and board of aldermen to the chief of  
2 police and down the line of authority shall be  
3 preserved in order to maintain principles of good  
4 administration. Ranks shall not be by-passed.

5 (4) That Section 19-4.1 of the said Code is hereby renumbered  
6 as Section 19-5. but in all other respects said Section is ratified  
7 and reaffirmed.

8 (5) That Sections 2-187, 15-34, 15-43, 15-44, 19-5, 19-8,  
9 19-13, 19-14, 19-16 and 19-27(c) of said Code are hereby repealed.

0 (6) That Chapter 14 of the Code of Ordinances of the City  
1 of Raytown, Missouri, is hereby amended to read as follows:  
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PASSED, APPROVED and ADOPTED this 5th day of January, 1982

Douglas A. Hall  
MAYOR

ATTEST:  
Jill Hays  
CITY CLERK

APPROVED AS TO FORM AND LEGALITY:  
Robert L. Vadas  
CITY ATTORNEY

SPONSOR: Hanson  
DEPARTMENT: All

BILL NO. 101 ORDINANCE NO. <sup>1909</sup>101 SECTION NO. IV-c-7

AN ORDINANCE ESTABLISHING ORGANIZED POLICE DEPARTMENT, INCLUDING ORGANIZATIONAL STRUCTURE, RULES, REGULATIONS, CONDUCT, PROCEDURES, QUALIFICATIONS, RESIDENCY, AND AFFIRMING APPOINTMENTS OF PRESENT PERSONNEL OF POLICE DEPARTMENT.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

That in accordance with the provisions of Chapter 85.620 V. A.M.S. (1959) there is hereby established the City of Raytown Police Department.

Size of Department: The Raytown Police Department shall consist of not more than (40) regular police department personnel; fifty (50) uniformed police reserve personnel; and twelve (12) uniformed school crossing personnel.

Standards and Qualifications: The City Marshal (Chief of Police) shall be responsible for establishing standards, qualifications, rules, regulations, code of conduct, operational procedures, and other departmental regulations as may from time to time be necessary. All applicants for employment by the Raytown Police Department shall first meet and pass the standard qualifications and testing prescribed herein, and shall be recommended for appointment by the City Marshal (Chief of Police). The appointment of any member of the Raytown Police Department shall be made by a majority of the Board of Aldermen of the City of Raytown.

Discipline and Termination: The City Marshal (Chief of Police) shall be responsible for the discipline and termination of employment of all employees of the Raytown Police Department. However, any member of the Raytown Police Department who wishes to appeal any disciplinary action, or his final

termination, shall have the right to appeal within ten (10) days after said discipline or termination by filing notice thereof with the City Clerk, and a hearing shall be held by the Board of Aldermen at such time and in such manner as the Board of Aldermen shall designate.

Residency Requirement: All members of the Raytown Police Department shall be residents of the City of Raytown, Missouri, except that all present department personnel who presently reside outside the City Limits of Raytown, Missouri, shall have one (1) year from the effective date of this ordinance to become bona fide residents of the City of Raytown, Missouri.

Appointment of Police Department Personnel: The following are hereby appointed by the Board of Aldermen as members of the Raytown Police Department, said appointment to continue until revoked:

NAME	RANK	TYPE OF COMMISSION
Abbott, Benjamin B. Sr.	Patrolman	Regular
Ackerman, John A.	Patrolman	Regular
Ash, Merle L.	Patrolman	Regular
Baker, Carl T.	Patrolman	Regular
Beeler, Marion P.	Chief	Regular
Brown, Donald L.	Lieutenant	Regular
Carter, Chester	Patrolman	Regular
Collins, Floyd D.	Sergeant	Regular
Daniel, Clyde W.	Sergeant	Regular
DeHues, Lyle E.	Patrolman	Regular
DuRossette, Dallas L.	Patrolman	Regular
Elliott, Gary N.	Patrolman	Regular
Fisher, Gerald C.	Patrolman	Regular
Fox, Harry F.	Patrolman	Regular
Fox, John L.	Patrolman	Regular
Harris, James E.	Detective Lieutenant	Regular

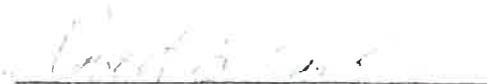
(continued)

NAME	RANK	TYPE OF COMMISSION
Hayes, James L.	Patrolman	Regular
Jacobson, Edward P.	Patrolman	Regular
Keith, Donald G.	Patrolman	Regular
Kerr, Charles Hadley	Patrolman	Regular
Lampson, Robert E.	Patrolman	Regular
Land, James M.	Sergeant	Regular
Lane, Ronald E.	Patrolman	Regular
Lightfoot, Robin	Patrolman	Regular
Magelssen, Nils M.	Sergeant	Regular
McCormick, Joseph R.	Detective Sergeant	Regular
Miller, Wayne F.	Lieutenant	Regular
Moore, R. Jay	Sergeant	Regular
Mullins, Gary	Patrolman	Regular
Potter, James A.	Patrolman	Regular
Robinson, Ralph E.	Lieutenant	Regular
Swezy, David B.	Patrolman	Regular
Tarter, Rodney C.	Sergeant	Regular
Thompson, Edwin L.	Sergeant	Regular
Throckmorton, Robert	Detective Sergeant	Regular
Townsend, D. K.	Patrolman	Regular
Vilander, Kenneth	Patrolman	Regular
White, Lyle D.	Captain	Regular
Wright, William J.	Patrolman	Regular
Yates, John W.	Patrolman	Regular
Ailshire, Edmond R.	Patrolman	Reserve
Bowling, William E.	Patrolman	Reserve
Carmack, William L.	Lieutenant	Reserve
Clayton, John R.	Patrolman	Reserve

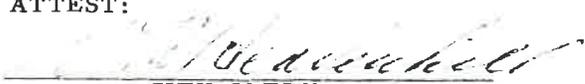
(c 4)

NAME	RANK	TYPE OF COMMISSION
Cridlebaugh, Lester W.	Sergeant	Reserve
Francis, Richard J.	Patrolman	Reserve
Godsey, William S.	Patrolman	Reserve
Leach, William E.	Patrolman	Reserve
Liebi, Edward F.	Patrolman	Reserve
Lindsey, Carl L.	Sergeant	Reserve
McFadden, Bill W.	Patrolman	Reserve
Moore, Ralph H.	Patrolman	Reserve
Plaskett, Lawrence K.	Patrolman	Reserve
Russell, Donald H.	Patrolman	Reserve
Russell, George M.	Sergeant	Reserve
Shockley, Robert E.	Patrolman	Reserve
Welch, Frank C.	Patrolman	Reserve
Wickens, Donald C.	Patrolman	Reserve
Wood, Ronald D.	Patrolman	Reserve
Billings, Chester E.	School crossing officer	Reserve
Cartmill, Laura Jo	School crossing officer	Reserve
Graham, Walter M.	School crossing officer	Reserve
Hartshorn, Velda	School crossing officer	Reserve
McGlade, Russell E.	School crossing officer	Reserve
Olson, Elizabeth Joan	School crossing officer	Reserve
Torello, Joseph	School crossing officer	Reserve
White, Jo Dawn	School crossing officer	Reserve

Passed, approved and adopted this 7th day of March, 1967.

  
MAYOR

ATTEST:

  
CITY CLERK

**CITY OF RAYTOWN  
Request for Board Action**

**Date:** November 2, 2017

**Bill No.:** 6453-17  
**Section No.:** V-A

**To:** Mayor and Board of Aldermen  
**From:** Damon Hodges, Director of Public Works

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Board of Aldermen approval of the MoDOT program grant agreement for the 350 Highway and Raytown Road Project. MoDOT requires this to be done by Ordinance.

**Recommendation:** Staff recommends approval as submitted.

**Analysis:** Before the Public Works department can put this 350 Highway and Raytown Road Project out to bid, an Ordinance must be executed by the City of Raytown to agree to enter into this grant agreement with MoDOT. Also, part of accepting the grant is to pay MARC a small project fee of about \$3,187.50.

**Alternatives:** Do not approve the project and return grant funds in the amount of \$637,500.00

**Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Fund: Transportation Sales Tax Fund  
Amount to Spend: Engineer's estimate of about \$2,100,000.00 to construct

**Additional Reports Attached:** MoDOT cover letter and MoDOT Grant Program Agreement

**AN ORDINANCE AUTHORIZING AND APPROVING A MUNICIPAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR INTERSECTION IMPROVEMENTS AT MO-350 AND RAYTOWN ROAD**

**WHEREAS**, the City of Raytown desires to enter into an agreement with the Missouri Highways and Transportation Commission (Commission) for intersection improvements at MO-350 and Raytown Road; and

**WHEREAS**, in order for this improvement to begin, it is necessary to enter into an agreement with the Commission as set forth in Exhibit "A" attached hereto.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**SECTION 1 – APPROVAL OF AGREEMENT.** That the Missouri Highways and Transportation Commission STP-Urban Program Agreement for intersection Improvements at MO-350 and Raytown Road, by and between the Missouri Highways and Transportation Commission and the City of Raytown, Missouri, in substantially the same form as attached hereto in Exhibit "A", is hereby authorized and approved.

**SECTION 2 – EXECUTION OF AGREEMENT.** That the City Administrator is hereby authorized to execute the Agreement and all documents necessary to the Agreement, and the City Clerk is authorized to attest to the same.

**SECTION 3 – REPEAL OF ORDINANCE IN CONFLICT.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4 – SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**SECTION 5 – EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this \_\_\_\_ day of November, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

\_\_\_\_\_  
Joe Willerth, City Attorney

CCO Form: FS11  
Approved: 07/96 (KMH)  
Revised: 03/17 (MWH)  
Modified:

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: STP-3343(408)  
Award Year: 2018  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Raytown, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-3343(408) involves:

Intersection improvements at MO-350 and Raytown Rd.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-3343(408) by the Commission is within the city limits of Raytown, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

In the vicinity of the intersections of MO-350, Raytown Rd, and 75<sup>th</sup> St.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY/COUNTY/GRANTEE TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept maintenance of the improvements made by this project at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for operational maintenance. Any aesthetic improvements installed on highways maintained by the Commission upon completion of the project will be the sole responsibility of the City for

maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the (City's/County's/Grantee's) wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United

States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$637,500. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-3343(408) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the (City's/County's/Grantee's) proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any

privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:  
  
Damon Hodges  
Public Works Director  
City of Raytown  
1000 E 59<sup>th</sup> St  
Raytown, MO 64133

(B) To the Commission:  
  
KC District Engineer  
600 NE Colbern Rd  
Lee's Summit, MO 64086

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to

subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any

extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Commission this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

\_\_\_\_\_  
City

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

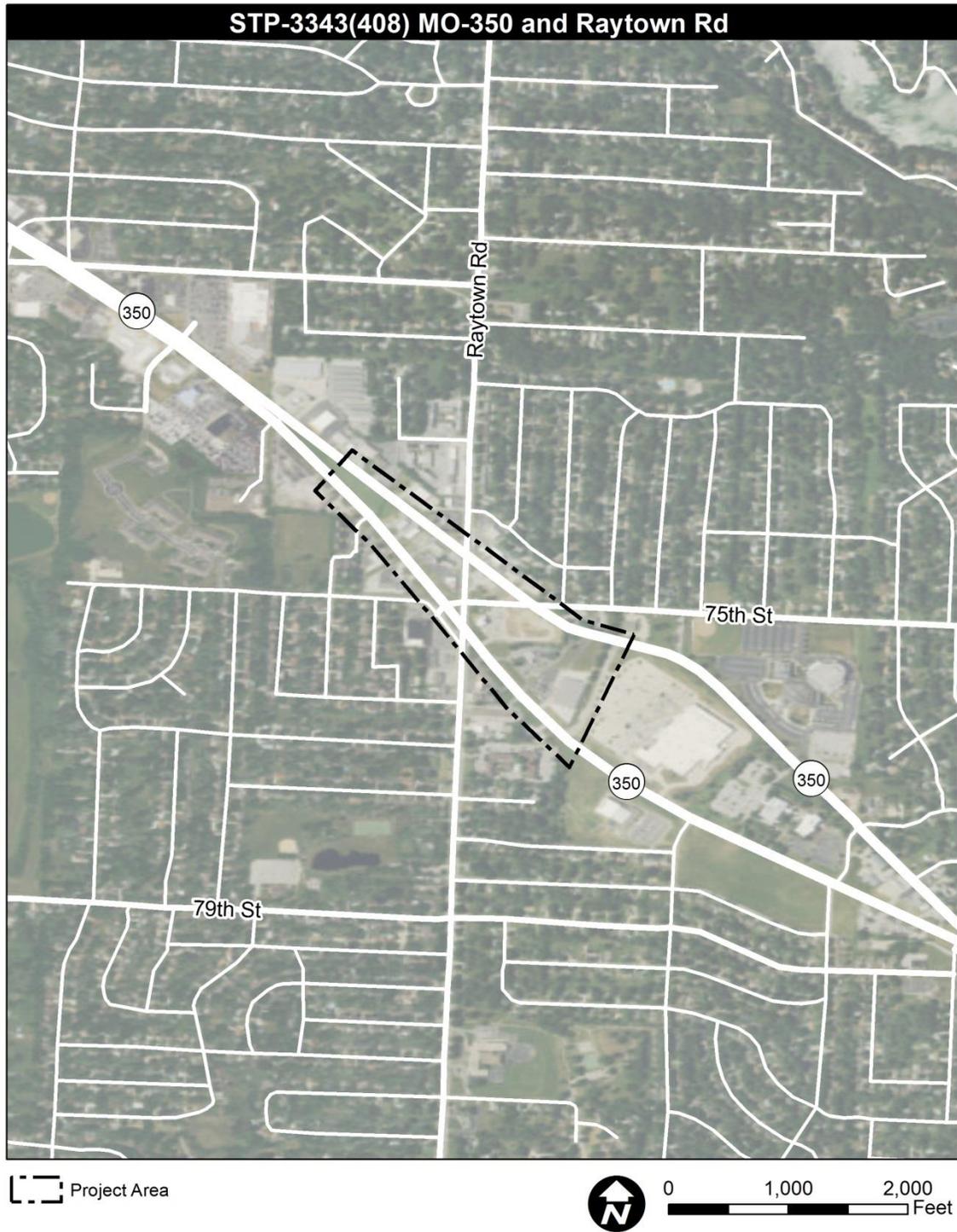
By \_\_\_\_\_

Title \_\_\_\_\_

[If needed to authorize a city official  
to execute the agreement.]

Ordinance No: \_\_\_\_\_

Exhibit A - Location of Project



## Exhibit B – Project Schedule

Project Description: STP-3343(408) Intersection improvements at 350 and Raytown Rd

<b>Task</b>	<b>Date</b>
Date funding is made available or allocated to recipient	11/1/2017
Solicitation for Professional Engineering Services (advertised)	No Fed Funds
Engineering Services Contract Approved	No Fed Funds
Conceptual Study (if applicable)	
Preliminary and Right-of-Way Plans Submittal (if Applicable)	11/1/2017
Plans, Specifications & Estimate (PS&E) Submittal	12/1/2017
Plans, Specifications & Estimate (PS&E) Approval	2/1/2018
Advertisement for Letting	2/15/2018
Bid Opening	3/15/2018
Construction Contract Award or Planning Study completed <b>(REQUIRED)</b>	5/1/2018

\*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

\*\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions  
Federal-Aid Construction Contracts

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** November 2, 2017  
**Mayor and Board of Aldermen**  
**From:** Damon Hodges, Director of Public Works

**Resolution No.:** R-3038-17

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

**City Administrator Approval:** \_\_\_\_\_

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**Action Requested:** Authorize the purchase of motor vehicle fuel from John Moore Oil Company. Total purchases to exceed \$15,000.00, but not to exceed budgeted Fiscal Year 2017-2018 amount of \$192,200.00

**Recommendation:** Staff recommends approval.

**Analysis:** The City of Raytown is presently purchasing fuel from John Moore Oil Company utilizing a cooperative purchasing contract administered by Lee's Summit, Missouri. This contract provides the City of Raytown favorable pricing associated with the purchasing power of Lee's Summit. The contract renewal period will be October 19, 2017 through October 18, 2018.

Through the evaluation of alternative cooperative contracts, the Lee's Summit, Missouri cooperative oil contract was determined to be the most cost-effective contract for the City of Raytown. The contract is a one-year renewable contract that was originally put into effect August 21, 2015 and has the opportunity for four possible one-year renewals.

The Lee's Summit / John Moore Oil cooperative contract is a rack price plus a fixed profit contract. The contract provides the City the opportunity to purchase fuel at the wholesale market price plus \$0.135 per gallon profit paid to John Moore oil and \$0.1762 in taxes that we are not exempt from paying. A purchase of unleaded on one week in October yielded a rack price of \$1.575 per gallon plus the profit of \$0.135 equaled \$1.71 per gallon before taxes. The after taxes cost was \$1.8862 per gallon which represents a substantial savings from buying fuel at a regular fuel station.

Total expenditures with John Moore Oil Company in Fiscal Year 2017 were \$138,336.05.

**Alternatives:** Seek a stand-alone contract based on the City of Raytown needs.

**Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

City Wide Fuel Budget for FY2018:

Police	101.32.00.100.52301	\$70,000
Public Works	101.62.00.100.52301	\$58,500
EMS	101.72.00.100.52301	\$15,500
Comm. Dev	101.82.00.100.52301	\$7,500
Parks & Rec	201.92.00.100.52301	\$13,500
Sewer Dept.	501.62.00.100.52301	\$27,200

Amount to Spend: not to exceed \$192,200.00

**Additional Reports Attached:** Cooperative purchase contract with the City of Lee's Summit, Missouri

**A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF FUEL FROM JOHN MOORE OIL COMPANY OFF THE CITY OF LEE'S SUMMIT, MISSOURI COOPERATIVE PURCHASE CONTRACT FOR FISCAL YEAR 2017-2018 IN AN AMOUNT NOT TO EXCEED \$192,200.00**

**WHEREAS**, the City of Raytown purchases diesel and gasoline fuel for use and operation of various vehicles owned and operated by the City; and

**WHEREAS**, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing equipment and supplies from competitive bids awarded by other governmental entities through a competitive bidding process; and

**WHEREAS**, the City of Lee's Summit, Missouri has competitively bid the purchase of diesel and gasoline fuel and has determined John Moore Oil Company to be the most competitive bid; and

**WHEREAS**, the cost of fuel anticipated to be purchased for such purposes from John Moore Oil Company is anticipated to exceed \$15,000.00 during Fiscal Year 2017-2018; and

**WHEREAS**, the City of Raytown finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the purchase of fuel from John Moore Oil Company off the City of Lee's Summit, Missouri Cooperative Purchase Contract for Fiscal Year 2017-2018 in an amount not to exceed \$192,200.00.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**THAT** the purchase of fuel from John Moore Oil Company off the City of Lee's Summit, Missouri Cooperative Purchase Contract for Fiscal Year 2017-2018 in an amount not to exceed \$192,200.00 is hereby authorized and approved; and

**FURTHER THAT** the City Administrator and/or his designee is authorized to execute all documents necessary to these transactions and the City Clerk is authorized to attest thereto.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 7<sup>th</sup> day of November, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

\_\_\_\_\_  
Joe Willerth, City Attorney



# LEE'S SUMMIT MISSOURI

## NOTICE TO PROCEED-RENEWAL

August 17<sup>th</sup>, 2017

John Moore Oil Company  
Attn: Josh Moore  
PO Box 416  
Blue Springs, MO 64013

Re: Renewal of Yearly Contract for Various Fuel Products & Related Services  
Contract #2015-103/2R (Replaces Contract 2015-103/1R)

Dear Mr. Moore:

I am pleased to inform you the above referenced contract has been renewed with your company. The contract period will be October 19<sup>th</sup>, 2017 through October 18<sup>th</sup>, 2018. A copy of the contract document is enclosed. This is the # (number) of a possible # (number) renewal periods. or (This is the final renewal allowed per the original contract.)

The using departments will place orders with your company using a Purchase Order number. This Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.  
OR

To ensure prompt payment, all invoices must be sent to Accounts Payable at [ap@cityofls.net](mailto:ap@cityofls.net), via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice by the City of Lee's Summits Accounts Payable Division.

I look forward to doing business with your company during this new contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1085.

Thank you,

*Tarah Daugherty*  
Procurement Officer II

cc: Bid file  
Accounts Payable

THIS RENEWAL CONTRACT, made this 15 day of August 2017, is herein called Yearly Contract for Various Fuel Products and Related Services between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and John Moore Oil Company, (hereinafter "Supplier").

WHEREAS, City has caused to be prepared, an invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications, for Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the 21st day of August 2015, file with City his Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. The Supplier's response to Bid No. 2015-103 is hereby incorporated by reference as if fully set forth herein and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Renewal Contract shall be effective on the 19th day of October 2017. Contract period from October 19<sup>th</sup>, 2017 to October 18<sup>th</sup>, 2018. The City may, at its option, renew the Contract for up to two (2) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2015-103; Section 2.1.2; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Renewal Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.
7. The City is exercising the option of renewing this Contract for the second renewal period, based on performance, quality of work and service and the acceptance of the agreed upon 0% price increase above the original bid pricing for this renewal period submitted by Supplier. Any increase in cost at the beginning of each renewal period will be limited to the current Federal Price Index "CPI-U, All Items" (Urban Consumers Index CPI Rate).

Special Attachments: Renewal Pricing Sheet(s), Insurance Requirements, General Terms & Conditions. AWO 24.

Janeh Vaughn  
Procurement Officer of record

Stephen A. Arbo, City Manager      Date 8/15/17

John Moore Oil Company  
Company Name

Brenda Moore  
Company Authorized Signature

Secretary/Treasurer      Date 8-11-17

Brenda Moore  
Type or Print the Name of Authorized Person

APPROVED AS TO FORM:  
[Signature]  
Office of the City Attorney

REVISED ATTACHMENT 1

CITY OF LEE'S SUMMIT TANK LOCATIONS

NOTE: DELIVERY TIMES ARE FROM 7:00 A.M. TO 3:00 P.M.  
CITY OF LEE'S SUMMIT, MISSOURI

LEE'S SUMMIT, MO 64063

Location	Contact	Phone	Tank Lease or Owned	Above or Below	Tank Capacity	Type of Fuel	Avg Gal / Delivery 1000	Yearly Gallons
City of Lee's Summit Fire Dept 207 SE Douglas Lee's Summit MO 64063	Debbie Lewis Mark Stinson	(816) 969-1065 (816) 969-1061	Own	Below	4000	Diesel Fuel #2-Clear	(weekly)	97,260
City of Lee's Summit Fire Dept 1874 SE Humbler Lee's Summit MO 64063	Debbie Lewis Mark Stinson	(816) 969-1060 (816) 969-1061	Own	Above	4000	Diesel Fuel #2-Clear	1200 (bi-weekly)	54,152
City of Lee's Summit Water Utilities 636 SE Douglas Lee's Summit, MO 64063	Debbie Lewis Mark Stinson	(816) 969-1060 (816) 969-1061	Own	Below	4000	Diesel Fuel #2-Clear	3000 (monthly)	12,000
City of Lee's Summit Airport 2751 NE Douglas Lee's Summit MO 64063	John Chwartz	(816) 969-1180	Lease	Above	500	Diesel Fuel #2-Clear	500 (6-8 weeks)	3600
City of Lee's Summit Water Meter Services 1439 SW Ward Rd Lee's Summit MO 64063	Mike Ryan	316-968-1980	Own	Above	3000	Oil-Rd Dyed #2 Diesel	every 36 months	1200
City of Lee's Summit Solid Waste 2101 SE Humbler Rd Lee's Summit, MO 64063	Chris Bluxer	316-968-1981	Lease	Above	2000	Oil-Rd Dyed #2 Diesel	(weekly)	60,000-70,000
City of Lee's Summit Parks & Rec Adminr 1803 NE Carellmore Drive Lee's Summit MO 64063	Debra Westal	316-968-1331	Lease	Above	500	Oil-Rd Dyed #2 Diesel	(4 times a year)	3400
City of Lee's Summit Water Utilities 2211 SE Scruggs Road Lee's Summit MO 64063	Mike Ryan	316-968-1980	Own	Above	3000	Oil-Rd Dyed #2 Diesel	(every 36 months)	500
City of Lee's Summit Police Dept 10 N. Zeller Rd Lee's Summit MO 64063	Debbie Lewis Mark Stinson	(816) 969-1060 (816) 969-1061	Own	Above	2000	Unleaded, #7 Octane	(twice a week)	84,162
City of Lee's Summit Fire Dept 207 SE Douglas Lee's Summit MO 64063	Debbie Lewis Mark Stinson	(816) 969-1060 (816) 969-1061	Own	Below	4000	Unleaded, #7 Octane	(weekly)	54,482
City of Lee's Summit Airport 2751 NE Douglas Lee's Summit MO 64063	John Chwartz	(816) 969-1180	Own	Above	2500	Unleaded, #7 Octane	(every 12 weeks)	6800

Respondent: John Moore O.I Co. Date: 8-14-15  
 Signature: [Signature]

**FUEL QUALITY SERVICES**

**REVISED ATTACHMENT-G**

6.0 Supplier shall provide products and services to maintain fuel quality. Maintenance services provided shall detect, diminish, and remove free and suspended moisture content, particulate matter, microbial contamination, and Ethanol phase separation throughout the year. Note: Fuel additive products used for restoring fuel quality will be at the cost provided on Attachment G.

6.1.5 Tank Fuel Sampling: Once a year minimum and as required, supplier shall bottom sample fuel in storage tanks using "bacon bomb" or similar method to extract fuel for visual inspection. Based on visual inspection one or more of the following lab analysis might be required:

SERVICE	UNIT	COST
1 Customer request for additional tank sampling	Per Sample	\$200.00
<b>Diesel Fuel:</b>		
2 Microbial Contamination (Positive/Negative)		
3 Distillation (D-86)		
4 API Gravity (D-287)		
5 Cetane Index (D976)		
6 Water by Karl Fisher (ASTM D-6304)	Per Test	\$200.00
7 Water & Sediment (D-1796)		
<b>Unleaded and Ethanol Blend Fuel (Octane Test):</b>		
Microbial Contamination (Positive/Negative)		
Distillation (D-86)		
API Gravity (D-287)	Per Test	
Cetane Index (D976)		
<b>Fuel Reconditioning and Tank Bottom Sweep Service</b>		
5.9 On-Site Mobilization Fee	Per Site	\$600.00
1 0-5,000 gal Horizontal UST Tank Bottom Sweep-moderate water and/or sediment	Per Tank	\$550.00
2 0-5,000 gal Horizontal AST Tank Bottom Sweep-moderate water and/or sediment	Per Tank	\$850.00
3 0-5,000 gal Horizontal AST Tank Bottom Sweep-moderate water and/or sediment	Hour	\$175.00
4 Per Hour Rate for 0-5,000 gal-Vertical or Heavy water and sediment	Per Gal	\$3.00
5 Disposal of Diesel Waste	Per 55 gal	\$275.00
6 Disposal of Unlead Waste	Per Hour	\$175.00
7 Additional to Tank Bottom Sweep: hourly service rate to recondition fuel in the tank		
5.10 Micro-Bioicide Treatment: Properly mix/agitate fuel with approved dual-phase bioicide		
1 Add Micro-Bioicide product to fuel and mix/agitating (0-5,000 gal Tank)	Per Tank	\$175.00
<b>Supplier shall provide emergency services when air/ground water enters the fuel storage tank, at a level of 2" or more, to include:</b>		
5.11 After-Hours On-Site Equipment Mobilization Fee	Per Site	\$600.00
1 After-Hours Hourly Service Rate	Per Hour	\$250.00
2 Water Cooler/Filter	Per Filter	\$50.00
3 Water Contact Diesel	Per 55 gal	\$275.00
4 Water Contact Gasoline	Per 55 gal	\$275.00

\*\* Section 5.8, Diesel Fuel-Line Items 2-7 shall be one fixed cost CHECK BID DOC

\*\*\*Section 5.8, Unleaded and Ethanol Blend Diesel Fuel (Octane Test)-Line items shall be one fixed cost

Respondent: John Moore Oil Co X 8-14-15

Supplier's Authorized Signature \_\_\_\_\_ DATE \_\_\_\_\_



REVISED ATTACHMENT I

TANKWAGON DELIVERED PRICING-4,000 gallons or LESS

ITEM NO.	ITEM AND SPECIFICATION	Unit	State of Mo Tax	MUST FEE	LUST FEE	MD INSP. FEE	KS INSP. FEE	FED OIL SPILL FEE	MARGIN COST ABOVE RACK	TOTAL CHARGE (PER GAL)- 4,000 Gallons or Less
1	Gasoline, Unlead: 87 Octane, 10% Ethanol Blend	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00171	0.13500	0.31101
2	Gasoline, Unlead: 89 Octane, 10% Ethanol Blend	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00171	0.13500	0.31101
3	Gasoline, Unlead: 91 Octane, 10% Ethanol Blend	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00171	0.13500	0.31101
4	Diesel Fuel, Clear: #1, ULSD	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00190	0.13500	0.31120
5	Diesel Fuel, Clear: #2, ULSD	GAL	0.17000	0.00250	0.00100	0.00050	0.00030	0.00190	0.13500	0.31120
6	Diesel Fuel #2, Red Dye, Off-Road ULSD	GAL	0.00500							
7	X1 Pipeline Additive, or Equivalent	GAL	0.02000							
	Customer Specific Fuel Additives:		LSMD List Price	% Markup	Discount					
8	Power Service Additive, Clear Diesel at 1:1000 Ratio	GAL	0.03250	20.00000%	0.00000				\$	0.039480
9	Power Service Additive, Diesel Klean at 1:1500 Ratio	GAL	0.03950	20.00000%	0.00000				\$	0.023160
10	Power Service Additive Supplement at 1:1500 Ratio	GAL	0.01850	20.00000%	0.00000				\$	0.021980
11	Power Service Additive, Artic Express at 1:1500 Ratio	GAL	0.01350	20.00000%	0.00000				\$	0.016680
12	Power Service Additive, Blokleen at 80 oz: 1600 Ratio	GAL	0.04594	20.00000%	0.00000				\$	0.055128
<b>TOTAL CHARGE PER FUEL GALLON</b>										

Discount for prompt payment: N/A % Net 20 (Calendar Days)

Respondent: John Moore Oil Co

X John Moore Date 8-14-15

Signature

REVISED ATTACHMENT J

TRANSPORT DELIVERED  
PRICING-4,001 GALLONS OR MORE

ITEM NO.	ITEM AND SPECIFICATION	Unit	State of Mip	MUST FEE	LUST FEE	MOI INSP. FEE	KS INSP. FEE	FED OIL SPILL FEE	MARGIN COST ABOVE RACK	TOTAL CHARGE (PER GAL)-4,001 Gallons or More
J1	Gasoline, Unleaded: 87 Octane, 10% Ethanol Blend	GAL	0.17000	0.00250	0.00100	0.00050	0.00050	0.00171	0.05000	0.22601
J2	Gasoline, Unleaded: 89 Octane, 10% Ethanol Blend	GAL	0.17000	0.00250	0.00100	0.00050	0.00050	0.00171	0.05000	0.22601
J3	Gasoline, Unleaded: 90 Octane, 10% Ethanol Blend	GAL	0.17000	0.00250	0.00100	0.00050	0.00050	0.00171	0.05000	0.22620
J4	Diesel Fuel, Clear: #1, ULSD	GAL	0.17000	0.00250	0.00100	0.00050	0.00050	0.00190	0.05000	0.22620
J5	Diesel Fuel, Clear: #2, ULSD	GAL	0.00500							
J6	Diesel Fuel #2, Red Dye, Off-Road ULSD	GAL	0.02500							
J7	K1 Pipeline Additive, or Equivalent									
	Customer Specific Fuel Additives:			% Markup	Discount					TOTAL CHARGE PER FUEL GALLON
J8	Power Service Additive, Clear Diesel at 1:3000 Ratio	GAL	\$ 0.02250	20.000000%	0.00000				\$	0.039480
J9	Power Service Additive, Diesel Kleen at 1:1500 Ratio	GAL	\$ 0.01980	20.000000%	0.00000				\$	0.023160
J10	Power Service Additive Supplement at 1:1500 Ratio	GAL	\$ 0.02820	20.000000%	0.00000				\$	0.022950
J11	Power Service Additive, Arctic Express at 1:1500 Ratio	GAL	\$ 0.01380	20.000000%	0.00000				\$	0.016680
J12	Power Service Additive, BioKleen at 80 oz.: 1600 Ratio	GAL	\$ 0.04594	20.000000%	0.00000				\$	0.055128
J13	Split-Load Charge	Load	\$100.00							
J14	Split-Load Delivery Charge	Load	\$100.00							

Discount for prompt payment: N/A % Net 20 (Calendar Days)

Respondent: John Moore Oil Co

X [Signature]  
Signature

Date 8-14-15



REVISED ATTACHMENT K

SUPPLIER RACK PRICE SHEET

Date 7/31/2015

Supplier	Terminal	10% Ethanol Unleaded 87 Octane	10% Ethanol Unleaded 89 Octane	10% Ethanol Unleaded 91 Octane	Diesel Fuel, Clear: #1, ULSD	Diesel Fuel, Clear: #2, ULSD	#2 Red Dye Off-Road ULSD
P66 Unbranded Contract	Phillips 66	\$ 1.8326	\$ 2.1336	\$ 2.3486	N/A	\$ 1.6004	\$ 1.6039
Coffeyville Resources	Magellan	\$ 1.8326	\$ 2.1336	\$ 2.3486	\$ 1.8131	\$ 1.6331	\$ 1.6366
Growmark	Magellan	N/A	N/A	N/A	\$ 1.9116	\$ 1.6511	\$ 1.6546
Sinclair Branded	Sinclair	\$ 1.9560	\$ 2.2460	\$ 2.5560	\$ 1.9450	\$ 1.6650	\$ 1.6675
Phillips 66 Branded	Phillips 66	\$ 1.9704	\$ 2.2719	\$ 2.4881	N/A	\$ 1.6735	\$ 1.6786
		\$ /Gal	\$ /Gal	\$ /Gal	\$ /Gal	\$ /Gal	\$ /Gal

Respondent: John Moore Oil Co

*John Moore* x 8-14-15 Date

Signature

**INSURANCE REQUIREMENTS:**

**CERTIFICATE OF INSURANCE:** The Contractor shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Contractor shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all Insuring policies applicable to the project. The cost of such Insurance shall be included in the Contractor's bid.

**NOTICE OF CLAIM:** The Contractor shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

**INDUSTRY RATING:** The City will only accept coverage from an insurance carrier who offers proof that it:

- Is licensed to do business in the State of Missouri;
  - Carries a Best's policyholder rating of "A" or better;
  - Carries at least a Class VII financial rating.
- OR
- Is a company mutually agreed upon by the City and the Contractor.

**SUB-CONTRACTOR'S INSURANCE:** If any part of the contract is to be sublet, the Contractor shall either:

- Cover all sub-contractors in the Contractor's liability insurance policy or,

Require each sub-contractor not so covered to secure insurance in the minimum amounts required of the Contractor and submit such certificates to the City as outlined herein.

**SELF-INSURED RETENTIONS/DEDUCTIBLES:** Any Contractor that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City, such amounts shall be the sole responsibility of the Contractor. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Contractor for such assumed limits.

**COMMERCIAL GENERAL LIABILITY POLICY:**

Limits:	
Each occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
General Aggregate	\$1,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional insured: City of Lee's Summit, Missouri

**AUTOMOBILE LIABILITY:** Policy shall protect the Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

- Any Auto
- OR
- All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,	
Bodily Injury and Property Damage:	\$500,000

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

**WORKERS' COMPENSATION:** This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$100,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$100,000 Each Employee

**GENERAL INSURANCE PROVISIONS:**

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Contractor nor has the City assessed the risk that may be applicable to the Contractor.
- 2) The Contractor's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Contractor.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Contractor with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverage's and identifying the City of Lee's Summit as an "additional insured" on the general liability policy. This inclusion shall not make the City a partner or joint venture with the contractor in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

**INSURANCE REQUIREMENTS FOR TANK LEASING:** The successful contractor is required to maintain a current Certificate of Insurance per the Insurance Requirements listed herein throughout the entire contract period until the time the tanks are removed.

All leased tanks provided by the successful contractor shall conform to current U.S. Environmental Protection Agency and Missouri Department of Natural Resources environmental laws and regulations concerning spill containment. Leased tanks and installation shall also meet all State and Local Codes for the City of Lee's Summit (including the 2006 International Fire Code).

Direct physical damage to the three (3) leased fuel tanks, to the extent not caused by the negligence of the City of Lee's Summit, and excluding normal wear and tear, will remain the responsibility of the successful contractor. The contractor may, at its own expense, insure the tanks at all times and against all hazards including but not limited to: fire, theft and extended coverage insurance. No such loss, damage, theft or other destruction of the tanks, in whole or in part, shall impair the obligations of the contractor under this Agreement, all of which shall continue in full force and effect.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit  
220 S.E. Green Street  
Lee's Summit, MO 64063 -2358

**GENERAL TERMS AND CONDITIONS**  
**GENERAL INSTRUCTIONS CONCERNING IFB'S/BID'S**

1. **AWARD.** The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
  - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
  - B Each bidder shall furnish the information required by the Invitation. The bidder shall sign the Invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
  - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
  - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the Invitation.
  - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the Invitation.
  - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
  - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
  - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
  - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
  - J Specification sheets MUST be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
5. **SUBMISSION OF BIDS.**
  - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the Invitation for Bid, before the open date and time.
  - B Emailed or faxed bids will not be considered unless authorized by the Invitation.
  - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the Invitation.
  - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
  - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the Invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this Invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the Invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/solicitation official opening date and time specified.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
9. **BONDS.** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR0 or better financial performance rating per the current A.M. Best Company ratings.)
  - A **BID DEPOSITS (BONDS).**
    - Bid Deposit Not Required .
    - Bid Deposit Required  as stipulated in the "Invitation for Bid".

Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):

    - (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
    - (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
    - (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.
  - B **PERFORMANCE BONDS.**
    - Performance Bond Not Required .
    - Performance Bond Required  as stipulated in the "Invitation to Bid".

Note the following:

    - (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.

- (2) Date of bonds shall be the same as the date of City's execution of the contract.
  - (3) Performance Bond shall be in the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
  - (4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
  - (5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.
30. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.
11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.
13. **AWARD OF CONTRACT.**
- A **BASIS OF AWARD.**
- (1) Only firm bids will be considered.
  - (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
  - (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
  - (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.
- B **EVALUATION OF BIDS.**
- (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
  - (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
  - (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
  - (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.
- C **NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.
14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.
16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.
17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.
18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the Invitation to bid).

**CONTRACTUAL REQUIREMENTS.****GENERAL CONTRACTUAL REQUIREMENTS.****1. DEFINITIONS.**

- A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
  - B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
  - C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
  - D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
  - E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
  - F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
  - G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
  - H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.
2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.
3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.
4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.

5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
7. **GENERAL GUARANTEE AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
20. **INDEMNITY AND HOLD HARMLESS.** Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, his sub-contractors, employees or agents, and arising out of services performed by Contractor, his subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
21. **SUB-CONTRACTS.**
  - A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
  - B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
  - C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
  - D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.
22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one of the following four (4) methods will be employed. The method applicable to this contract will be checked below:
- A  The Contract shall consist of a PURCHASE ORDER and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - B  The contract shall consist of a YEARLY CONTRACT and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - C  The contract shall consist of a ONE-TIME CONTRACT and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - D  Five copies of the Contract.
    - (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
    - (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
    - (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.
26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 38 below.
27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
28. **DOMESTIC PRODUCTS.** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. **FUND ALLOCATION.** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
- NOTE TO BIDDERS:** THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.
35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
- A Wage Rate Stipulation - State of Missouri. If required by the "Invitation to Bid"
  - B Wage Rate Determination - Federal. If required by the "Invitation to Bid"
- The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.
37. **BUILDING REGULATION, PERMITS AND LAW.**
- A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.
  - B Satisfy all current and applicable local codes, ordinances and licensing requirements.
38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.

**39. CHANGES IN THE WORK.**

- A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
- B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

**40. TIMING.**

- A **Time to Commence Work:** Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
- B **Time Starts to Run:** The Contract Time shall start to run on the date stated in the Notice to Proceed.
- C **Time of Contract:** Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
- D **Excusable Delays:** The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
- (1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
  - (2) To any acts of the City.
  - (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
  - (4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.

**41. PAYMENTS.**

- A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
- B Engineer's Pay Estimates:
- (1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
  - (2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.
  - (3) Engineer may refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.

42. **CONTRACTOR'S CERTIFICATE AND RELEASE** (for Construction Purposes). Prior to final payment and as a condition thereto, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.

43. **SURPLUS MATERIALS.** The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.

**44. ACCIDENT PREVENTION.**

- A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.
- B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

45. **CONFLICTS.** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 - 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

46. **Davis Bacon Act.** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

Revised by SC-Legal approval 11/26/2014

**CITY OF RAYTOWN  
Request for Board Action**

**Date:** November 2, 2017

**Resolution No.:** R-3039-17

**To:** Mayor and Board of Aldermen

**From:** Damon Hodges, Director of Public Works

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Utilize the Storm Water Fund budget to allocate \$49,705.00 from Capital Expenditures in the Storm Water Fund for emergency storm water repairs.

**Recommendation:** Staff recommends approval as submitted.

**Analysis:** On Friday, July 28, 2017 the City of Raytown experienced very heavy rain, record rainfall. Public Works staff was informed of this storm damage on Monday morning July 31<sup>st</sup>. Upon making the site investigation, staff brought out traffic control and made some temporary road repairs. These temporary measures were intended to hold this project over until we could get this project out to bid. The continuing heavy rainfall has kept making this problem deteriorate further. Staff has noted significant amount of erosion on the west edge of Crescent, both north and south of the culvert pipe. The condition of the existing culvert pipe is allowing some undermining beneath it, which could cause the roadway to collapse.

Public Works staff reached out to Wiedenmann Inc. and Leath & Sons to make site visits and solicit recommendations and pricing. We requested both contractors to provide estimates for this project based on their recommendations. PW reviewed the recommendations and estimates from both contractors. After reviewing the estimates, response time frame, and internal discussion, it was determined to move forward with the Leath & Sons proposal of \$44,875.00. PW is requesting the ability to move forward with an emergency project, to address the issue. The amount of the request is \$49,705.00, which is the estimated amount plus about 10% contingency.

**Alternatives:** N/A

**Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Fund: Storm Water Fund  
Account Number: 401.62.00.100.53600  
Amount to Spend: not to exceed \$49,705.00

**Additional Reports Attached:** City Memo, Leath and Sons Estimate, and Location Map

**A RESOLUTION AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF STORM WATER INFRASTRUCTURE REPAIR IN THE CITY OF RAYTOWN, MISSOURI FROM LEATH & SONS, INC. AND APPROVING PROJECT EXPENSES FOR 5520 CRESCENT FOR A TOTAL AMOUNT NOT TO EXCEED \$49,705.00**

**WHEREAS**, the City of Raytown periodically identifies storm water infrastructure that needs repair beyond staff capacity; and

**WHEREAS**, the City of Raytown received two (2) proposals for repair of an emergency storm water repair located at 5520 Crescent and determined the bid received from Leath & Sons, Inc. to be the most competitive bid; and

**WHEREAS**, the Board of Aldermen finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the professional services of storm water infrastructure repair from Leath & Sons, Inc. and approve project expenses for 5520 Crescent for a total amount not to exceed \$49,705.00;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**THAT** the professional services of storm water infrastructure repair from Leath & Sons, Inc. and approving project expenses for 5520 Crescent for a total amount not to exceed \$49,705.00 is hereby authorized and approved; and

**FURTHER THAT** the City Administrator and/or his designee is authorized to execute all documents necessary to these transactions and the City Clerk is authorized to attest thereto.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 7<sup>th</sup> day of November, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

\_\_\_\_\_  
Joe Willerth, City Attorney



## Public Works Department

10000 East 59<sup>th</sup> Street  
Raytown, Missouri 64133  
(816) 737-6012  
www.raytown.mo.us



### **Inter-Office Memorandum**

Date: October 26, 2017

To: Tom Cole, City Administrator  
Cc: Jason Hanson, Tony Mesa

From: Damon Hodges, Public Works Director

**Re: 5520 Crescent Emergency Stormwater Repair**

On Friday, July 28, 2017 the City of Raytown experienced very heavy rain, record rainfall. Public Works staff was informed of this storm damage on Monday morning July 31<sup>st</sup>. Upon making the site investigation, staff brought out traffic control and made some temporary road repairs.

Picture taken on Tuesday, August 1, 2017



Picture taken on August 21, 2017



These temporary measures were intended to hold this project over until we could get this project out to bid. The continuing heavy rainfall has kept making this problem deteriorate further. Staff has noted significant amount of erosion on the west edge of Crescent, both north and south of the culvert pipe. The condition of the existing culvert pipe is allowing some undermining beneath it, which could cause the roadway to collapse.

This project will include the removal and replacement of a 27"x42" metal stormwater pipe, lowering of a water main line to be able to install a larger stormwater pipe in its place, the removal and replacement of another crossroad culvert pipe to the north, ditch grading, pavement restoration, and some bank stabilization.

Public Works staff reached out to Wiedenmann Inc. and Leath & Sons to make site visits and solicit recommendations and pricing. We requested both contractors to provide estimates for this project based on their recommendations. PW reviewed the recommendations and estimates from both contractors. After reviewing the estimates, response time frame, and internal discussion, it was determined to move forward with the Leath & Sons proposal. PW is requesting the ability to move forward with an emergency project, to address the issue. The amount of the request is \$49,705, which is the estimated amount plus about 10% contingency.

Established in 1849 as Ray's Town  
On the Santa Fe, California and Oregon Trail

Each contractor had a different idea on how to fix this damage. The estimate from Wiedenmann Inc. was \$119,610, and the estimate from Leath & Sons was \$44,875. This project had a narrower scope.

Based on Purchasing Policy Section 2: Exceptions to Competitive Bid Process - 2.1 Competitive Bids Not Required, Circumstances - Public Works is requesting approval to enter to a contract with Leath & Sons.

Through reprioritization of previously budgeted projects and the emergency nature of these projects; funding will be \$49,705 from account 401.62.00.100.53250.

Respectfully,

Damon L. Hodges  
Public Works Director

Approval:

---

City Administrator

Attachments



LEATH & SONS, INC. CITY OF RAYTOWN 5520 CRESCENT STORM SEWER REPAIR

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	48 HDPE W/ 2 END SECTIONS	60	LF	\$ 334.00	\$ 20,040.00
2	18" HDPE W/2 END SECTIONS	40	LF	\$ 82.50	\$ 3,300.00
3	24" GROUTED RIP RAP	1	LS	\$ 4,000.00	\$ 4,000.00
4	PAVEMENT RESTORATION	545	SF	\$ 8.00	\$ 4,360.00
5	8" COMMERCIAL DRIVE	250	SF	\$ 7.50	\$ 1,875.00
6	DITCH GRADING	1	LS	\$ 1,500.00	\$ 1,500.00
7	LOWER 6" WATERMAIN	1	LS	\$ 6,500.00	\$ 6,500.00
8	SEED & STRAW	1	LS	\$ 1,500.00	\$ 1,500.00
9	FLOW FILL EXISTING 27"X42" PIPE	1	LS	\$ 1,800.00	\$ 1,800.00
				TOTAL	\$ 44,875.00

1. EXCLUDES GAS MAIN RELOCATION
2. PRICE FOR LOWERING WATERMAIN IS FOR 30 FEET ONLY
3. TRAFFIC CONTROL PROVIDED BY CITY (CONES & SIGNS)



**CITY OF RAYTOWN  
Request for Board Action**

**Date:** November 2, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Damon Hodges, Director of Public Works

**Resolution No.:** R-3040-17

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Utilize the Storm Water Fund budget to allocate \$42,000.00 from Capital Expenditures in the Storm Water Fund for emergency storm water repairs.

**Recommendation:** Staff recommends approval as submitted.

**Analysis:** Through the end of July and early August, the City of Raytown experienced very heavy rain, record rainfall. Public Works staff was informed of this storm damage on Monday morning July 31<sup>st</sup>. Upon making the site investigation, staff brought dirt and have tried to keep the sinkhole area to a minimum. These temporary measures were intended to hold this project over until we could get this project out to bid. The continuing heavy rainfall has kept making this problem deteriorate further. PW staff has been constantly monitoring the sinkhole on both sides of the fence. We have televised the storm water line and found it to be in such poor condition that there are no rehabilitation options. During the last few weeks, the fence and sinkhole have continued to settle creating an unsafe condition for the residents and their pets.

Public Works staff reached out to Wiedenmann Inc. and Leath & Sons to make site visits and solicit recommendations and pricing. We requested both contractors to provide estimates for this project based on their recommendations. PW reviewed the recommendations and estimates from both contractors. After reviewing the estimates, response time frame, and internal discussion, it was determined to move forward with the Wiedenmann Inc. proposal. PW is requesting the ability to move forward with an emergency project, to address the issue. The amount of the request is \$42,000.00, which is the estimated amount plus about 10% contingency. This is not a proposal or a not to exceed amount, but is a construction estimate based on a time and materials cooperative agreement being utilized through the City of Lee's Summit.

**Alternatives:** N/A

**Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Fund: Storm Water Fund  
Account Number: 401.62.00.100.53600  
Amount to Spend: not to exceed \$42,000.00

**Additional Reports Attached:** City Memo, Wiedenmann Inc. Estimate, and Location Map

**A RESOLUTION AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF STORM WATER INFRASTRUCTURE REPAIR IN THE CITY OF RAYTOWN, MISSOURI FROM WIEDENMANN, INC. UTILIZING THE CITY OF LEE'S SUMMIT, MISSOURI COOPERATIVE PURCHASE CONTRACT AND APPROVING PROJECT EXPENSES FOR 8609-8611 E. 84<sup>th</sup> TERRACE IN AN AMOUNT NOT TO EXCEED \$42,000.00**

**WHEREAS**, the City of Raytown periodically identifies storm water infrastructure that needs repair beyond staff capacity; and

**WHEREAS**, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing equipment and supplies from competitive bids awarded by other governmental entities through a competitive bidding process; and

**WHEREAS**, the City of Lee's Summit, Missouri has competitively bid the repair services of water, wastewater and storm water and has determined Wiedenmann, Inc. to be the most competitive bid; and

**WHEREAS**, the City of Raytown currently has a storm water repair project located at 8609-8611 E. 84<sup>th</sup> Terrace and would like to utilize the services of Wiedenmann, Inc. in an amount of \$42,000.00 for such purposes; and

**WHEREAS**, the Board of Aldermen finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the professional services of storm water infrastructure repair from Wiedenmann, Inc. utilizing the City of Lee's Summit, Missouri cooperative purchase contract and approve project expenses for 8609-8611 E. 84<sup>th</sup> Terrace in an amount not to exceed \$42,000.00;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**THAT** the professional services of storm water infrastructure repair from Wiedenmann, Inc. utilizing the City of Lee's Summit, Missouri cooperative purchase contract and approving project expenses for 8609-8611 E. 84<sup>th</sup> Terrace in an amount not to exceed \$42,000.00, is hereby authorized and approved; and

**FURTHER THAT** the City Administrator and/or his designee is authorized to execute all documents necessary to these transactions and the City Clerk is authorized to attest thereto.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 7<sup>th</sup> day of November, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

\_\_\_\_\_  
Joe Willerth, City Attorney



## **Public Works Department**

10000 East 59<sup>th</sup> Street  
Raytown, Missouri 64133  
(816) 737-6012  
www.raytown.mo.us



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### **Inter-Office Memorandum**

Date: October 17, 2017

To: Tom Cole, City Administrator  
Cc: Jason Hanson, Tony Mesa

From: Damon Hodges, Public Works Director

**Re: 8609-8611 E. 84<sup>th</sup> Terrace Emergency Stormwater Repair**

Through the end of July and early August, the City of Raytown experienced very heavy rain, record rainfall. Public Works staff was informed of this storm damage on Monday morning July 31<sup>st</sup>. Upon making the site investigation, staff brought dirt and have tried to keep the sinkhole area to a minimum.

These temporary measures were intended to hold this project over until we could get this project out to bid. The continuing heavy rainfall has kept making this problem deteriorate further. PW staff has been constantly monitoring the sinkhole on both sides of the fence. We have televised the stormwater line and found it to be in such poor condition that there are no rehabilitation options. During the last few weeks, the fence and sinkhole have continued to settle creating an unsafe condition for the residents and their pets.

This project will include the removal and replacement of about 120 feet of metal stormwater pipe, removal & replacement of a curb inlet, the removal & replacement of fencing, brace a power pole, grading and seeding.

Public Works staff reached out to Wiedenmann Inc. and Leath & Sons to make site visits and solicit recommendations and pricing. We requested both contractors to provide estimates for this project based on their recommendations. PW reviewed the recommendations and estimates from both contractors. After reviewing the estimates, response time frame, and internal discussion, it was determined to move forward with the Wiedenmann Inc. proposal. PW is requesting the ability to move forward with an emergency project, to address the issue. The amount of the request is \$42,000, which is the estimated amount plus about 10% contingency.

The estimate from Wiedenmann Inc. was \$38,036, and the estimate from Leath & Sons was \$42,450.

Based on Purchasing Policy Section 2: Exceptions to Competitive Bid Process - 2.1 Competitive Bids Not Required, Circumstances - Public Works is requesting approval to enter to a contract with Wiedenmann Inc.

Through reprioritization of previously budgeted projects and the emergency nature of these projects; funding will be from account 401.62.00.100.53250.

Respectfully,

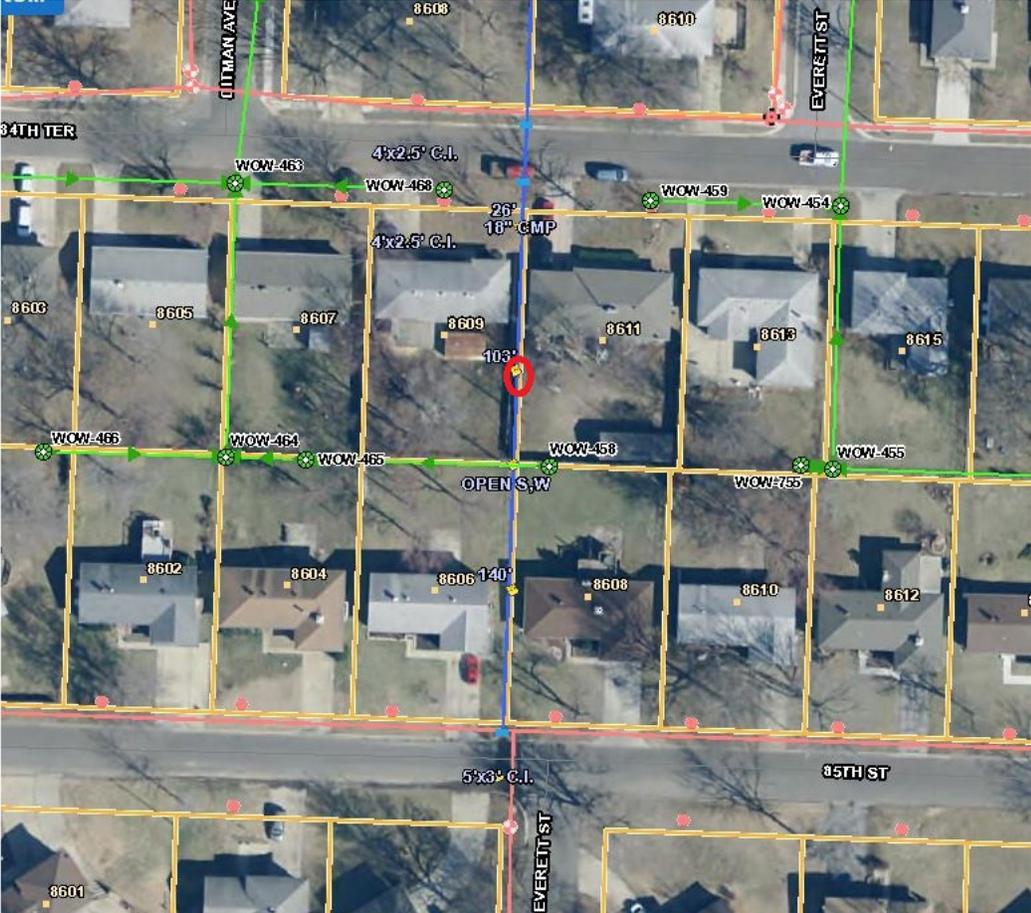
Damon L. Hodges  
Public Works Director

Approval:

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City Administrator

Attachments



# WIEDENMANN, INC.

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950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - [general@wiedenmanninc.com](mailto:general@wiedenmanninc.com)

October 13, 2017

Engineering Department  
10000 East 59<sup>th</sup> Street  
Raytown, Missouri 64133

Attn: Tony Mesa

RE: 8611 E. 84<sup>th</sup> Terrace – Storm Sewer Repair

Pursuant to the 9-28-17 email and our site meeting 10-2-17, we offer the following budget price for your review. Included in the budget price is: Fence removal and reinstallation, Removal of 104lf of 18" CMP, Install 104lf of 18" HDPE storm sewer pipe, Connect to the existing structures, Commercial seed, fertilizer, and erosion mat, Temporary fencing and brace one (1) power pole.

The total budget value of this work is:

**\$32,679.00**

**THIRTY-TWO THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS**

ADD \$5,357.00 to remove and replace the one (1) 4x4 Curb Inlet.

We understand this is a budget price for the scope of work, and the actual work will be completed per the established Maintenance Contract.

We appreciate the opportunity to price and perform work for The City of Raytown.

Please call with questions.

Sincerely  
Wiedenmann Inc.

Patti Hendrickson

